

WELCOME TO THE SCOTTSDALE CITY COUNCIL MEETING

Monday, June 2, 2003

Amended Agenda



The Scottsdale Mayor and City Council thank you for your interest in local issues and in Scottsdale City government. If you have questions about when or how the Council conducts meetings, please contact the City Clerk's Office at (480) 312-2412. Here is a brief description of the procedures during the meeting and how you may participate.

HOW TO PARTICIPATE

- The Council receives public testimony during regular or special public meetings. Typically, the Council does not take public testimony during "work study sessions." These sessions are less formal (i.e. no action is taken); rather the Council hears reports from commissions, city staff or others specifically invited to speak. Work/study sessions are open to the public and are televised on City Cable 11 like regular and special public meetings.

IF YOU WISH TO SPEAK AT A PUBLIC MEETING

- For Consent Agenda, Regular Agenda or Public Hearing items: Please fill out a comment card. The cards are available from the City Clerk's table. To give everyone a fair chance to speak, please turn in your card before the Council begins hearing the item you wish to address. Each speaker has up to 3 minutes.
- For subjects not listed on the agenda: You may speak to the Council under Public Comment at the beginning or the end of each public meeting; each speaker has up to three minutes. Public Comment at the beginning of the meeting is limited to a total of 15 minutes.
- Written comments may be submitted on comment cards. The City Clerk will give them to the Mayor and Council for their review during the meeting. Your written comments will also be filed as part of the official public record.
- If you want someone to speak for your group: Please submit together all the cards of the group and the designated speaker. The Mayor will allot additional time to speakers representing several citizens.

WHEN YOU SPEAK

- The Mayor will call your name when it is your turn to speak. Often, the Mayor will read several names to give you notice that your turn is coming up.
- Adjust the microphone so that it is pointed at your mouth, speak clearly, and begin by stating your name and address.
- Limit your remarks to three minutes. A light system at the lectern will help you pace your remarks. A green light stays on until you reach the final minute, when a yellow light comes on. Please conclude your remarks when the red light comes on. Please focus on new or unique information that other speakers have not covered.

WHEN AND WHERE THE COUNCIL MEETS

Generally, the Council holds regular public meetings on the first and third Tuesday of each month, and on the Mondays preceding those Tuesdays. However, the precise schedule each month does vary, depending on holidays, elections, etc. Therefore, tentative City Council meeting dates for the current calendar year are available on the City's Internet website at www.ScottsdaleAZ.gov/council. Or, you may call the City Clerk's Office to verify meeting dates at (480) 312-2412.

Regular meetings and Work Study Sessions begin at 5:00 p.m. in the City Hall Kiva, 3939 N. Drinkwater Boulevard.

LENGTH OF MEETINGS

The Council begins no new items after 10 p.m., unless its members decide to make an exception to this rule. Items not heard on the current night's agenda will be heard at the beginning of the next available Council meeting, unless officially noted.

WHERE TO FIND AGENDAS

Agendas are available to the public at the Scottsdale Police Department, 9065 E. Via Linda, the Scottsdale Civic Center Library, 3839 N. Drinkwater Blvd., City Hall, 3939 N. Drinkwater Blvd., Mustang Library, 10101 N. 90th Street, and on the Internet at www.ScottsdaleAZ.gov/council approximately one week in advance of the meeting.

TO CONTACT THE CITY COUNCIL

Council Office phone (480) 312-2550
Council Office fax (480) 312-2738
E-Mail all Councilmembers at citycouncil@ci.scottsdale.az.us or go to www.ScottsdaleAZ.Gov/council to email them individually.

EXECUTIVE SESSION

The Mayor and Council may hold Executive Sessions immediately preceding, during and/or after the Council meetings. The specifics of the Executive Sessions and the State's open public meeting law are available at the City Clerk's office. All meetings are conducted in strict compliance with the Open Public Meeting Law of the State of Arizona.

SPECIAL NEEDS REQUESTS

Persons with a disability may request a reasonable accommodation such as sign language interpreter, by contacting the City Clerk's Office at 480-312-2412. Requests should be made 24 hours in advance or as early as possible to allow time to arrange accommodation.

QUESTIONS

Call the clerk's office at (480) 312-2412 or the City Manager's Office at (480) 312-2422.

SCOTTSDALE

CITY COUNCIL MEETING



***** AMENDED *** AGENDA (EXECUTIVE SESSION ADDED/ITEM 3 CONTINUED)**

COUNCIL

Mary Manross, Mayor

Wayne Ecton

Robert W. Littlefield

Cynthia Lukas

Ned O'Hearn

David Ortega

Tom Silverman

Monday, June 2, 2003

4:00 P.M.

City Council Special Meeting to call Executive Session

Call to Order – City Hall Kiva Forum, 3939 N. Drinkwater Blvd.

Roll Call

1. NEGOTIATIONS AND ACQUISITION OF A PORTION OF THE FOLLOWING PARCEL FOR INCLUSION IN THE McDOWELL SONORAN PRESERVE: **780 acres of land located between Bell Road and Union Hills Road, at approximately 104th Street.** A.R.S. 38-431.03 (A)(3), -(A)(4) and -(A)(7). Contact: Ed Gawf, Deputy City Manager, 480-312-4510, egawf@scottsdaleaz.gov
2. MOTION TO RECESS INTO EXECUTIVE SESSION, IF NEEDED, FOR LEGAL ADVICE AND TO CONSIDER THE CITY'S POSITION AND INSTRUCT ITS REPRESENTATIVES AND ATTORNEYS REGARDING NEGOTIATIONS AND ACQUISITION OF A PORTION OF THE FOLLOWING PARCEL FOR INCLUSION IN THE McDOWELL SONORAN PRESERVE: **780 acres of land located between Bell Road and Union Hills Road, at approximately 104th Street.** A.R.S. 38-431.03 (A)(3), -(A)(4) and -(A)(7). Contact: Ed Gawf, Deputy City Manager, 480-312-4510, egawf@scottsdaleaz.gov

Adjourn

City Council Executive Session

Immediately Following 4:00 P.M. City Council Special Meeting

Call to Order – City Hall Kiva Conference Room

1. DISCUSSION WITH REPRESENTATIVES OF THE PUBLIC BODY AND DISCUSSION AND CONSULTATION WITH CITY ATTORNEYS FOR LEGAL ADVICE AND TO CONSIDER THE CITY'S POSITION AND INSTRUCT ITS REPRESENTATIVES AND ATTORNEYS REGARDING NEGOTIATIONS AND ACQUISITION OF A PORTION OF THE FOLLOWING PARCEL FOR INCLUSION IN THE McDOWELL SONORAN PRESERVE: **780 acres of land located between Bell Road and Union Hills Road, at approximately 104th Street.** A.R.S. 38-431.03 (A)(3), -(A)(4) and -(A)(7). Contact: Ed Gawf, Deputy City Manager, 480-312-4510, egawf@scottsdaleaz.gov

Adjourn

5:00 P.M.
CITY COUNCIL MEETING

Call to Order – City Hall Kiva Forum, 3939 N. Drinkwater Boulevard

Roll Call

Pledge of Allegiance

Invocation

Boards and Commissions

Board of Adjustment (1)
Development Review Board (1)
Library Board (1)
Scottsdale Pride Committee (2)
Transportation Commission (1)

Public Comment

Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during this evening's meeting. Please check the box that refers to "public comment." This "Public Comment" time is reserved for citizen comments regarding non-agendized items. No official Council action can be taken on these items.

1. Canvass results of the May 20, 2003 special election

Request: Adopt Resolution No. 6315 as the official canvass of the Special Election held Tuesday, May 20, 2003.

Related Policies, References: Arizona Revised Statutes 16-642-A requires that the governing body shall canvass the election not less than six days nor more than fifteen days following the election. A.R.S. 16-646 sets out the form and content of the official canvass.

Staff Contact(s): Sonia Robertson, City Clerk, 480-312-2754, srobertson@scottsdaleaz.gov

2. Land acquisition for the McDowell Sonoran Preserve

Request: Adopt Resolution No. 6294 authorizing purchase in the amount of \$195,300 (\$39,000/acre) for the 5.006-acre Parcel No. 216-59-004G, located at 30435 N. 128th Street, for the McDowell Sonoran Preserve.

Related Policies, References: The parcel is within the expanded Recommended Study Boundary approved in August 1998, by City Council and in November 1998, by voters. The acquisition of this land supports City Council Broad Goal B: Preserve the Character and Environment of Scottsdale, and two sub-goals under Goal B: Complete the acquisition of lands within the adopted Preserve boundaries; and Protect natural resources, open spaces and views.

Staff Contact(s): Robert J. Cafarella, AICP, Director, Preservation Division, 480-312-2577 (rcafarella@ci.scottsdale.az.us)

*****3. Continued to June 16, 2003**

Construction Bid Award for La Mirada Desert Park

4. Construction Contract Award for Additional Hayden Road Turn Lanes at Camelback and Chaparral

Request: Authorize Construction Contract Award No. 03PB096 to S&S Paving and Construction, Inc., the lowest responsive bidder, at their total unit price bid of \$348,851.85. The proposed improvements are to be constructed at the intersection of Hayden Road and Chaparral Road and the intersection of Hayden Road and Camelback Road.

Staff Contact(s): Gary Talbott, Project Coordinator, Gtalbott@scottsdaleaz.gov, (480) 312 7845

5. Engineering Services Contract for Hayden Road – Cactus to Redfield

Request: Authorize Engineering Services Contract 2003-104-COS with Tri-Core Engineering in the total amount of \$1,011,126.66 for the design of roadway and drainage improvements on Hayden Road from Cactus Road to Redfield Road.

Related Policies, References:

- Design Concept Report – Hayden Road, Cactus to Redfield (5/22/02).
- Design Concept Report – 79th Street Outfall – East Airport Drainage (2/16/02).
- Transportation Commission Review (7/18/02).
- Proposed Master Streets Plan, 2003 Bond 2000 CIP Project

Staff Contact(s): Brad Wisler, Project Manager, 480.312.7626, bwisler@ci.scottsdale.az.us

CONSENT AGENDA

Monday, June 2, 2003

Page 4 of 9

6. Contract Amendment for Preparation of Construction Contract Documents for the McDowell Mountain Ranch Park and Aquatic Center

Request: Amend Architectural Services Contract No. No.2001-114-COS with WeddleGilmore Architects, in the amount of \$710,319.00 to prepare the construction contract documents for the McDowell Mountain Ranch Park and Aquatic Center.

Related Policies, References:

City Council Municipal Use Master Site Plan Approval, Case 20-UP-1994 #2 (3/17/03); Planning and Zoning Commission Recommendation (11/13/02); Parks and Recreation Commission Recommendation (11/6/02); Architectural Services Contract No. 2001-114-COS (8/20/01); IGA #950009 with the Scottsdale School District (6/6/95), Municipal Use Master Site Plan Case No. 20-UP-1994.

Staff Contact(s): Brad Wisler, Project Manager, (480) 312-7626, bwisler@scottsdaleAZ.gov
Judy Weiss, Parks, Recreation and Facilities Manager, (480) 312-2416, jweiss@scottsdaleAZ.gov
Jona Davis, Aquatic Coordinator, (480) 312-8428, jdavis@scottsdaleAZ.gov

7. Intergovernmental Agreement with Arizona Department of Transportation (ADOT) to advance a total \$3.9 million to make rubberized asphalt installation possible on the Pima Freeway within the City ahead of schedule

Request: Consider adoption of Resolution No. 6290 and approve Intergovernmental Agreement (IGA) 2003-096-COS to advance to ADOT a total \$3.9 million to obtain early installation of rubberized asphalt to mitigate freeway noise. Advances of up to 1 year in installation for the four segments scheduled have been agreed upon. The \$3.9 million will not be advanced all at once. The City will advance funds as project segments are ready to be built. ADOT will repay the City advance in the fiscal year that the construction originally was scheduled, when funds legally become available to ADOT. Current estimate is that each mile of rubberized asphalt construction will cost \$325,000.

Staff Contact(s): Michelle Korf, Director, Transportation Master Planning, mkorf@scottsdaleaz.gov, 480.312.2638

8. Animal Cruelty Code

Request:

1. Enact Ordinance No. 3497 Adding an Animal Cruelty Code to Chapter 4 of the Scottsdale Revised Code.

2. Adopt Resolution No. 6263 authorizing the Mayor to enter into Agreement No. 2003-029-COS, a protective animal custody agreement with the Arizona Humane Society, on behalf of the City.

Staff Contact(s): Marc Eisen, Emergency Services, 480-312-7999, meisen@scottsdaleaz.gov
Janet Cornell, City Court, 480-312-2775, jcornell@scottsdaleaz.gov; Molly Edwards, CNR, 480-312-4304, medwards@scottsdaleaz.gov; Janis Villalpando, City Attorney's Office, 480-312-2472, jvillalpando@scottsdaleaz.gov; Valerie Thomsen, City Prosecutor's Office, 480-312-7387, vthomsen@scottsdaleaz.gov

Regular Agenda begins on the following page

9. 2003/04 Update of Property Tax Levy

Request: Receive public input relative to the proposed FY 2003/04 property tax levy and, by a roll call vote, approve a motion to consider adoption of the property tax levy on June 16, 2003 in accordance with Arizona State Statutes (42-17107) and the City Charter (Article 6 Finance and Taxation, Section 7 Adoption of Ordinance Fixing Tax Rate).

Staff Contact(s): Craig Clifford, General Manager, Cclifford@ScottsdaleAz.gov, (480) 312-2364; Art Rullo, Budget Director, Arullo@ScottsdaleAZ.gov, (480) 312-2435

10. Solicit public testimony on the FY 2003/04 Program and Capital Improvement Plan and, Adopt Ordinance No. 3513, the Final Budget estimates for FY 2003/04.

Request: The City Council receives public input relative to the Proposed FY 2003/04 Operating Budget and Capital Improvement Plan, and adopts the Final Budget estimates in accordance with Arizona State Statutes and the City Charter.

Staff Contact(s): Craig Clifford, General Manager, Cclifford@ScottsdaleAz.gov, (480) 312-2364, Art Rullo, Budget Director, Arullo@ScottsdaleAZ.gov, (480) 312-2435

Public Comment

Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during this evening's meeting. This "Public Comment" time is reserved for citizen comments regarding non-agendized items. No official Council action will be taken on these items.

City Manager's Report**Mayor and Council Items****Adjournment of the City Council Meeting and Convening of :**

**DC Ranch Community Facilities District Board of Directors Meeting
(Agenda Attached)**

**McDowell Mountain Ranch Community Facilities District Board Meeting
(Agenda Attached)**

**Scottsdale Mountain Community Facilities District Board Meeting
(Agenda Attached)**

**Via Linda Road Community Facilities District Board Meeting
(Agenda Attached)**

Section 2.17 of the Scottsdale City Code states, "Regular Meetings that are scheduled to be conducted on consecutive days may be combined and held on either of the two (2) days, at the election of the council, and shall be considered a single meeting." The Council may hold over any items noticed on the Monday agenda to the agenda for the Tuesday meeting.

**NOTICE OF PUBLIC MEETING OF THE
BOARD OF DIRECTORS OF
DC RANCH COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the general public that a special meeting of the DC Ranch Community Facilities District of Scottsdale, Arizona, open to the public, will be held on Monday, June 2, 2003 at 5:00 p.m. immediately following the meeting of the Scottsdale City Council in the City Council Chambers of the City of Scottsdale, Arizona, located at 3939 Drinkwater Boulevard, Scottsdale, Arizona, 85251, telephone number (480) 312-2412.

The agenda for the meeting is as follows:

1. Call to Order
2. Approval of Minutes of May 19, 2003
3. Call for Public Comments on the budget and the Feasibility Study
4. Adopt Resolution No. 18, which approves the budget
5. Adjournment

Dated: June 2, 2003

**NOTICE OF PUBLIC MEETING OF THE
BOARD OF DIRECTORS OF
MCDOWELL MOUNTAIN RANCH
COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the general public that a special meeting of the McDowell Mountain Ranch Community Facilities District of Scottsdale, Arizona, open to the public, will be held on Monday, June 2, 2003 at 5:00 p.m. immediately following the meeting of the Scottsdale City Council in the City Council Chambers of the City of Scottsdale, Arizona, located at 3939 Civic Center Boulevard, Scottsdale, Arizona, 85251, telephone number (480) 312-2412.

The agenda for the meeting is as follows:

1. Call to Order
2. Approval of Minutes of May 19, 2003
3. Call for Public Comments on the budget
4. Adopt Resolution No. 30 which approves the budget
5. Adjournment

Dated: June 2, 2003

**NOTICE OF PUBLIC MEETING OF THE
BOARD OF DIRECTORS OF
SCOTTSDALE MOUNTAIN
COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the general public that a special meeting of the Scottsdale Mountain Community Facilities District of Scottsdale, Arizona, open to the public, will be held on Monday, June 2, 2003 at 5:00 p.m. immediately following the meeting of the Scottsdale City Council in the City Council Chambers of the City of Scottsdale, Arizona, located at 3939 Drinkwater Boulevard, Scottsdale, Arizona, 85251, telephone number (480) 312-2412.

The agenda for the meeting is as follows:

1. Call to Order
2. Approval of Minutes of May 19, 2003
3. Call for Public Comments on the budget
4. Adopt Resolution No. 33, which approves the budget
5. Adjournment

Dated: June 2, 2003

CITY COUNCIL REPORT



MEETING DATE: ~~05/02/2003~~ 06/02/2003 ITEM No. 1 GOAL: Communications and Open Government

SUBJECT

Canvass results of the May 20, 2003 special election

REQUEST

Adopt Resolution No. 6315 as the official canvass of the Special Election held Tuesday, May 20, 2003.

Related Policies, References:

Arizona Revised Statutes 16-642-A requires that the governing body shall canvass the election not less than six days nor more than fifteen days following the election.

A.R.S. 16-646 sets out the form and content of the official canvass.

BACKGROUND

On January 3, 2003, two initiatives to amend the City Charter and the City Code requiring the formation of a city fire department, were determined to meet the qualifications for placement on a ballot. On January 7, 2003, the City Council adopted Resolution No. 6230 calling a special election to be held on May 20, 2003 to allow the qualified voters of Scottsdale to accept or reject the initiatives.

At the May 20, 2003 special election both initiatives, Proposition 200, Charter amendment and Proposition 201, City Code amendment, received a number of votes that was less than a majority of the votes cast and were rejected.

Attached to Resolution No. 6315 are a summary of the ballots cast in the election (Exhibit A) and the vote by district for each proposition (Exhibit B). The resolution will be translated into Spanish as required by the Federal Voting Rights Act, published in the local newspaper and posted in all the required places, as required by law, to serve as the official announcement of the results of the election to the community.

RESPONSIBLE DEPT(S)

City Clerk

STAFF CONTACTS

Sonia Robertson, City Clerk
480-312-2754
srobertson@scottsdaleaz.gov

Name Sonia Robertson

Date May 21, 2003

ATTACHMENTS

Resolution No. 6315

Action Taken _____

RESOLUTION NO. 6315

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA DECLARING THE OFFICIAL CANVASS OF VOTES CAST IN THE CITY OF SCOTTSDALE SPECIAL ELECTION OF MAY 20, 2003, ALLOWING THE QUALIFIED ELECTORS TO VOTE ON TWO INITIATIVES RELATING TO THE CREATION OF A MUNICIPAL FIRE DEPARTMENT.

WHEREAS, the Special Election of the City of Scottsdale, Maricopa County, Arizona, was held on May 20, 2003, pursuant to article 9, section 8 of the Scottsdale City Charter, for the purpose of allowing the qualified electors to vote on two initiatives relating to the creation of a municipal fire department; and

WHEREAS, the Council of the City of Scottsdale, having canvassed the returns of the Special Election, find the returns to be as stated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale as follows:

1. The results of the canvass having been determined, the official canvass of the City of Scottsdale Special Election held on May 20, 2003 is as follows:

a) The number of ballots cast or rejected in each district is as shown on Exhibit A, which is attached and incorporated by this reference.

b) Proposition 200 and Proposition 201 received the number of votes in each voting district as are shown on Exhibit B, which is attached and incorporated by this reference.

2. Proposition 200, having received a number of votes which was less than a majority of the votes cast, was rejected by the qualified electors.

3. Proposition 201, having received a number of votes which was less than a majority of the votes cast, was rejected by the qualified electors.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 2nd day of June 2003.

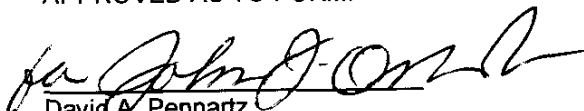
CITY OF SCOTTSDALE,
an Arizona municipal corporation

ATTEST:

Sonia Robertson
City Clerk

Mary Manross
Mayor

APPROVED AS TO FORM:



David A. Pennartz
City Attorney

Resolution No. 6315/Resolucion No. 6315
 Canvass of City of Scottsdale Special Election/
 Escrutinio de los Votos de la Elección Especial de la Ciudad de Scottsdale
 May 20, 2003/20 de mayo de 2003

SUMMARY OF BALLOTS
SUMARIO DE BALOTAS

District No./ DISTRITO	Total To be Verified Ballots/ TOTAL BALOTAS A SER VERIFICADOS	Rejected Ballots/ BALOTAS RECHAZADAS	Total Ballots/ TOTAL DE BALOTAS
1	6	1	852
2	8	0	615
3	16	3	1068
4	13	0	770
5	6	2	763
6	13	0	951
7	17	2	1165
8	8	4	622
9	5	0	643
10	8	0	1445
11	21	3	1172
12	15	3	1214
13	11	4	1132
14	12	4	1216
15	6	1	933
16	8	3	1206
17	2	0	486
18	13	1	1306
19	12	4	1095
20	11	0	1211
21	5	2	1045
22	10	1	1485
23	10	3	1547
24	6	2	867
25	12	1	652
26	9	3	849
27	18	2	987
28	15	3	1509
29	14	2	2225
30	10	3	2058
TOTALS	320	57	33,089

SmryBallots5-20-03

EXHIBIT "A"/DOCUMENTO DE PRUEBA "A"

FINAL OFFICIAL CANVASS
EXAMEN OFFICIAL FINAL
CITY OF SCOTTSDALE SPECIAL ELECTION
ELECCION ESPECIAL DE LA CUIDAD DE SCOTTSDALE
May 20, 2003
mayo 20de 2003

DISTRICT DISTRITO	Proposition 200		Proposition 201	
	YES/SI	NO	YES/SI	NO
1	371	467	370	465
2	245	356	239	358
3	470	581	467	580
4	373	386	371	378
5	308	445	312	433
6	383	556	379	544
7	474	674	469	666
8	222	395	219	391
9	244	385	235	396
10	449	963	438	975
11	433	719	419	715
12	414	780	410	770
13	379	731	377	724
14	417	782	407	777
15	260	639	263	639
16	414	762	415	757
17	170	307	174	303
18	443	842	439	830
19	442	634	442	632
20	428	752	432	744
21	407	613	401	607
22	502	959	490	958
23	534	983	529	983
24	386	464	386	460
25	250	390	241	396
26	356	477	347	483
27	392	578	399	566
28	541	949	541	948
29	643	1553	641	1546
30	567	1459	561	1465
GRAND TOTAL	11,917	20,581	11,813	20,489

Exhibit "B"/Documento de Prueba "B"

RESOLUCIÓN NÚM. 6315

UNA RESOLUCIÓN DEL CONCILIO DE LA CIUDAD DE SCOTTSDALE, CONDADO DE MARICOPA, ARIZONA QUE DECLARA EL ESCRUTINIO OFICIAL DE LOS VOTOS EMITIDOS EN LA ELECCIÓN ESPECIAL DE LA CIUDAD DE SCOTTSDALE EL 20 DE MAYO DE 2003, PERMITIENDO A LOS ELECTORES HABILITADOS VOTAR SOBRE DOS INICIATIVAS RELACIONADAS CON EL ESTABLECER DE UN DEPARTAMENTO DE BOMBEROS MUNICIPAL.

VISTO QUE, el 20 de mayo de 2003 se celebró la Elección Especial de la Ciudad de Scottsdale, Condado de Maricopa, Arizona, de acuerdo con el artículo 9, sección 8 de la Carta Constitucional de la Ciudad de Scottsdale, con el propósito de permitir a los electores habilitados votar sobre dos iniciativas relacionadas con el establecer de un departamento de bomberos; y

VISTO QUE, el Concilio de la Ciudad de Scottsdale, habiendo hecho el escrutinio de los resultados de la Elección Especial, encuentra los resultados ser como se declaran en esta Resolución.

AHORA, POR CONSIGUIENTE, RESUELVE el Concilio de la Ciudad de Scottsdale como lo que sigue:

1. Los resultados del escrutinio se han determinado, el escrutinio oficial de la Elección Especial de la Ciudad de Scottsdale que se celebró el 20 de mayo de 2003 es como lo que sigue:

a) El número de boletas emitidas o rechazadas en cada distrito es como se muestra en el Documento de Prueba A, adjunto a esto e incorporado por esta referencia.

b) La Proposición 200 y la Proposición 201 recibieron el número de votos en cada distrito como se muestran en el Documento de Prueba B, adjunto a esto e incorporado por esta referencia.

2. La Proposición 200, recibió un número de votos que fue menos que una mayoría de los votos emitidos, fue rechazada por los electores habilitados.

3. La Proposición 201, recibió un número de votos que fue menos que una mayoría de los votos emitidos, fue rechazada por los electores habilitados.

PASADA Y ADOPTADA por el Concilio de la Ciudad de Scottsdale este día 2 de junio de 2003.

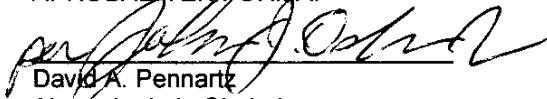
CIUDAD DE SCOTTSDALE,
una corporación municipal de Arizona

CERTIFICA:

Mary Manross
Alcalde

Sonia Robertson
Secretaria de la Ciudad

APROBADA EN FORMA:



David A. Pennartz
Abogado de la Ciudad

Resolution No. 6315/Resolucion No. 6315
 Canvass of City of Scottsdale Special Election/
 Escrutinio de los Votos de la Elección Especial de la Ciudad de Scottsdale
 May 20, 2003/20 de mayo de 2003

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9	5	0	643
10	8	0	1445
11	21	3	1172
12	15	3	1214
13	11	4	1132
14	12	4	1216
15	6	1	933
16	8	3	1206
17	2	0	486
18	13	1	1306
19	12	4	1095
20	11	0	1211
21	5	2	1045
22	10	1	1485
23	10	3	1547
24	6	2	867
25	12	1	652
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Smry/Ballots5-20-03

EXHIBIT "A"/DOCUMENTO DE PRUEBA "A"

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EXAMEN OFFICIAL FINAL
CITY OF SCOTTSDALE SPECIAL ELECTION
ELECCION ESPECIAL DE LA CUIDAD DE SCOTTSDALE
May 20, 2003
mayo 20de 2003

DISTRICT DISTRITO	Proposition 200		Proposition 201	
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1	371	467	370	465
2	245	356	239	358
3	470	581	467	580
4	373	386	371	378
5	308	445	312	433
6	383	556	379	544
7	474	674	469	666
8	222	395	219	391
9	244	385	235	396
10	449	963	438	975
11	433	719	419	715
12	414	780	410	770
13	379	731	377	724
14	417	782	407	777
15	260	639	263	639
16	414	762	415	757
17	170	307	174	303
18	443	842	439	830
19	442	634	442	632
20	428	752	432	744
21	407	613	401	607
22	502	959	490	958
23	534	983	529	983
24	386	464	386	460
25	250	390	241	396
26	356	477	347	483
27	392	578	399	566
28	541	949	541	948
29	643	1553	641	1546
30	567	1459	561	1465
GRAND TOTAL	11,917	20,581	11,813	20,489

Exhibit "B"/Documento de Prueba "B"

CITY COUNCIL REPORT



MEETING DATE: ~~6/03/2003~~ 6/07/2003 *gh* ITEM NO. 2 GOAL: Preservation Character

SUBJECT

Land acquisition for the McDowell Sonoran Preserve

REQUEST

Adopt Resolution No. 6294 authorizing purchase in the amount of \$195,300 (\$39,000/acre) for the 5.006-acre Parcel No. 216-59-004G, located at 30435 N. 128th Street, for the McDowell Sonoran Preserve.

The purpose of the Preserve is to maintain the environmental character of the land, to protect scenic views, to preserve habitat for wildlife, and to provide opportunities for appropriate public access and passive recreation use. The acquisition of this 5.006-acre parcel, located in the voter-approved Recommended Study Boundary (RSB) for the Preserve, furthers numerous goals of the Preserve given its habitat, recreation, scenic and strategic value.

Related Policies, References: The parcel is within the expanded Recommended Study Boundary approved in August 1998, by City Council and in November 1998, by voters. The acquisition of this land supports City Council Broad Goal B: Preserve the Character and Environment of Scottsdale, and two sub-goals under Goal B: Complete the acquisition of lands within the adopted Preserve boundaries; and Protect natural resources, open spaces and views.

The McDowell Sonoran Preserve Commission strongly supports the preservation of all land within the voter approved recommended Study Boundary. The goal is to acquire sufficient land to create a large un-fragmented habitat area and a wildlife/habitat corridor and a recreation corridor between the McDowell Mountains and the County Regional Park with the natural desert open spaces to the north in Scottsdale and in the Tonto National Forest.

The McDowell Sonoran Preserve is supported by five public votes. Tax collections through March 2003 - \$104.8 million. Preserve acquisition expenditures - \$247 million. Bonds issued - \$232 million (\$134.6 million in General Obligation bonds). Remaining private land to consider for acquisition- 25 acres. Existing Preserve tax sufficient to pay for acquisition of this parcel.

BACKGROUND

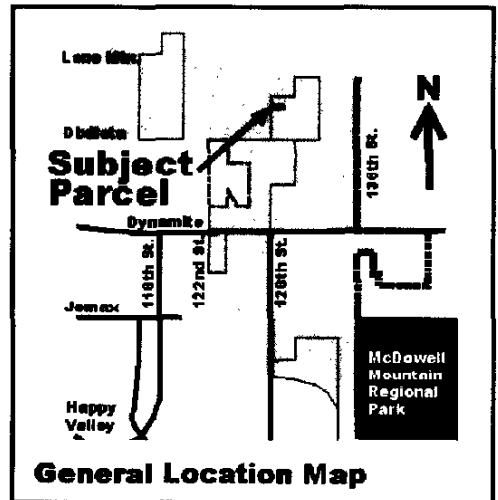
The Desert Preservation Task Force and the McDowell Sonoran Preserve Commission identified this parcel and others in the surrounding area as integral to creating a large un-fragmented habitat area and a natural corridor/linkage among the McDowell Mountains, McDowell Mountain Regional Park, Tonto National Forest and planned Preserve land north of Dynamite Boulevard. The

McDowell Sonoran Preserve currently consists of 10,865 acres of City-owned land.

This parcel is 5.006 acres. It is located north of Dixileta Drive, near the southeast corner of the 128th Street and Montgomery Road alignments (shown on Attachment 1. Location Map). The owner of the parcel is Business Capital Inc.

Location:

Parcel No. 216-59-004G at
30435 N. 128th Street



Acquisition of this land furthers numerous goals of the Preserve given its habitat, recreation value, scenic beauty and strategic location. The parcel has: 1. Habitat value given its location in a large un-fragmented area north of Dynamite Boulevard and within the corridor connecting natural open spaces in the south to existing and planned natural open spaces to the north, 2. Recreation value because it facilitates the creation of trail connections among the various natural open space areas, 3. Scenic value because of the lush natural desert vegetation it possesses, and 4. Strategic significance given its proximity to the State Trust land recently reclassified as suitable for conservation by the State under the Arizona Preserve Initiative.

Twenty-six appraisals and review appraisals by four different independent appraisers have been performed in the geographic area where this parcel is located. An additional forty appraisals and review appraisals were performed in an adjacent area over the past year. The City Council has approved 33 acquisitions in the vicinity of this proposed acquisition. An appraisal and a review appraisal on the parcel were completed for the city by independent appraisers on the city's list of approved appraisers (appraisal and review appraisal are in the City Clerk's Office).

ANALYSIS & ASSESSMENT

The approval of Resolution No. 6294 will enable staff to expend \$195,300 plus closing costs from the McDowell Sonoran Preserve privilege tax fund. This fund was created to accumulate revenues from the .2% transaction privilege tax for the acquisition of land for the McDowell Sonoran Preserve. Sufficient funds for the acquisition are available in this fund.

The appraiser concluded a value of \$40,000 per acre- date of valuation April 2002. The review appraiser concluded this value was high- date of review April 2002. A value of \$39,000 per acre was concluded for the parcel after reviewing the comments/justifications of both appraisers, after reviewing the appraisals for nearby parcels and after a site visit. The adjacent parcels located north, northeast, east and south were valued on a per acre basis at \$39,000, \$41,000, \$39,000 and \$37,000 respectively. All have been acquired for the Preserve except the 10-acre parcel to the south. State Trust land is located to the west.

The property owner accepted the city's offer of \$39,000 per acre. The parcel size as shown on the County Assessor's plat is 5.006 acres. This is the parcel size used for acquisition purposes. The appraiser had reduced the size of the parcel to 4.589 acres to reflect an undedicated easement. The City will pay cash for the parcel and take fee title ownership at closing in June 2003.

Significant issues to be addressed. None

Community involvement. Scottsdale citizens initiated the preservation of Scottsdale's McDowell Mountains and Sonoran Desert in 1990. The City Council, following a review of recommendations from the McDowell Sonoran Preserve Commission, identified land within an approximately 36,400-acre Recommended Study Boundary for inclusion in the McDowell Sonoran Preserve. Two citizen task forces, the McDowell Mountains and the Desert Preservation, have been involved in identifying land for inclusion in the Recommended Study Boundary and in identifying implementation strategies. The McDowell Sonoran Preserve Commission used the work of both task forces as a foundation for the formulation of specific implementation recommendations to the City Council.

The McDowell Sonoran Preserve is supported by five public votes. The City Council and voters have approved the specific boundary in which all acquisitions are made. The Desert Preservation Task Force and the McDowell Sonoran Preserve Commission identified this parcel and others in the surrounding area as integral to creating a large un-fragmented habitat area and a wildlife and recreation corridor between the McDowell Mountains and County Regional Park with the portion of the planned Preserve north of Dynamite Boulevard, and the Tonto National Forest. This area was also identified as prime habitat. The McDowell Sonoran Preserve Commission strongly supports the preservation of all land within the voter approved Recommended Study Boundary. Scottsdale residents have indicated a strong desire to maintain the Preserve for the enjoyment of this and future generations.

RESOURCE IMPACTS

The approval of Resolution No. 6294 will enable staff to expend \$195,300 plus closing costs from the McDowell Sonoran Preserve privilege tax fund. This fund was created to accumulate revenues from the .2% transaction privilege tax for the acquisition of land for the McDowell Sonoran Preserve.

Available funding. Funds are available from the existing Preserve tax to pay for acquisition of this parcel. Resolution No. 6131 enables the City to be reimbursed for funds advanced for the acquisition of this parcel, as described by U.S. Treasury Regulation Section 1.150-2, with the intent that the City will reimburse the acquisition expenditure from subsequent bond proceeds.

Staffing, workload impact. None.

Maintenance requirements. The addition of 5.006 acres of land to the Preserve increases the amount of land the city is responsible for managing. Minimal management is required for land in the Preserve that is to remain in a natural state, is not in a planned access area, and does not have a trail planned to cross it.

Future budget implications. No specific expenditures or capital improvements are currently planned or scheduled for this 5.006-acre parcel.

OPTIONS & STAFF RECOMMENDATION

Option A -- Do not acquire this parcel for the Preserve: If the property is not acquired for the Preserve a private property could be surrounded by City-owned Preserve land and re-classified State Trust land. Private development on the property would require access across the Preserve. Preserve funds would be saved if the City did not acquire this property.

Option B -- Authorize staff to proceed with the acquisition at the agreed on purchase price of \$39,000 per acre: This option would approve Resolution No. 6294 and authorize staff to proceed with the acquisition based on the agreed on price.

Option C -- Direct staff to negotiate a different price or terms with the owner: This option would mean the Council directs staff to offer the owner a price different from the agreed on \$39,000 per acre. An acquisition below \$39,000 per acre that was accepted by the property owner would save the city funds.

Option D -- Reject the agreed upon acquisition price and direct staff to initiate condemnation: This option would direct staff to initiate condemnation to acquire the property for the Preserve. The City would incur legal and other costs to process the condemnation, and face uncertainty regarding the trend in raw land prices in this part of Scottsdale until the city is granted possession of the parcel.

Recommended Approach: Adopt Resolution No. 6294 authorizing purchase in the amount of \$195,300 (\$39,000 per acre) for the 5.006-acre Parcel No. 216-59-004G for the McDowell Sonoran Preserve. The proposed acquisition value is the value established by staff and accepted by the owner based on an analysis of the appraisals prepared for the subject and for other parcels in the immediate area, and field work.

Proposed Next Steps: If City Council approves the acquisition staff will proceed with close of escrow in June 2003.

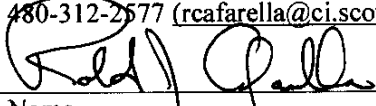
RESPONSIBLE DEPT.

Preservation Division


STAFF CONTACTS

Robert J. Cafarella, AICP, Director, Preservation Division
480-312-2577 (rcafarella@ci.scottsdale.az.us)

APPROVED BY

 4-29-03

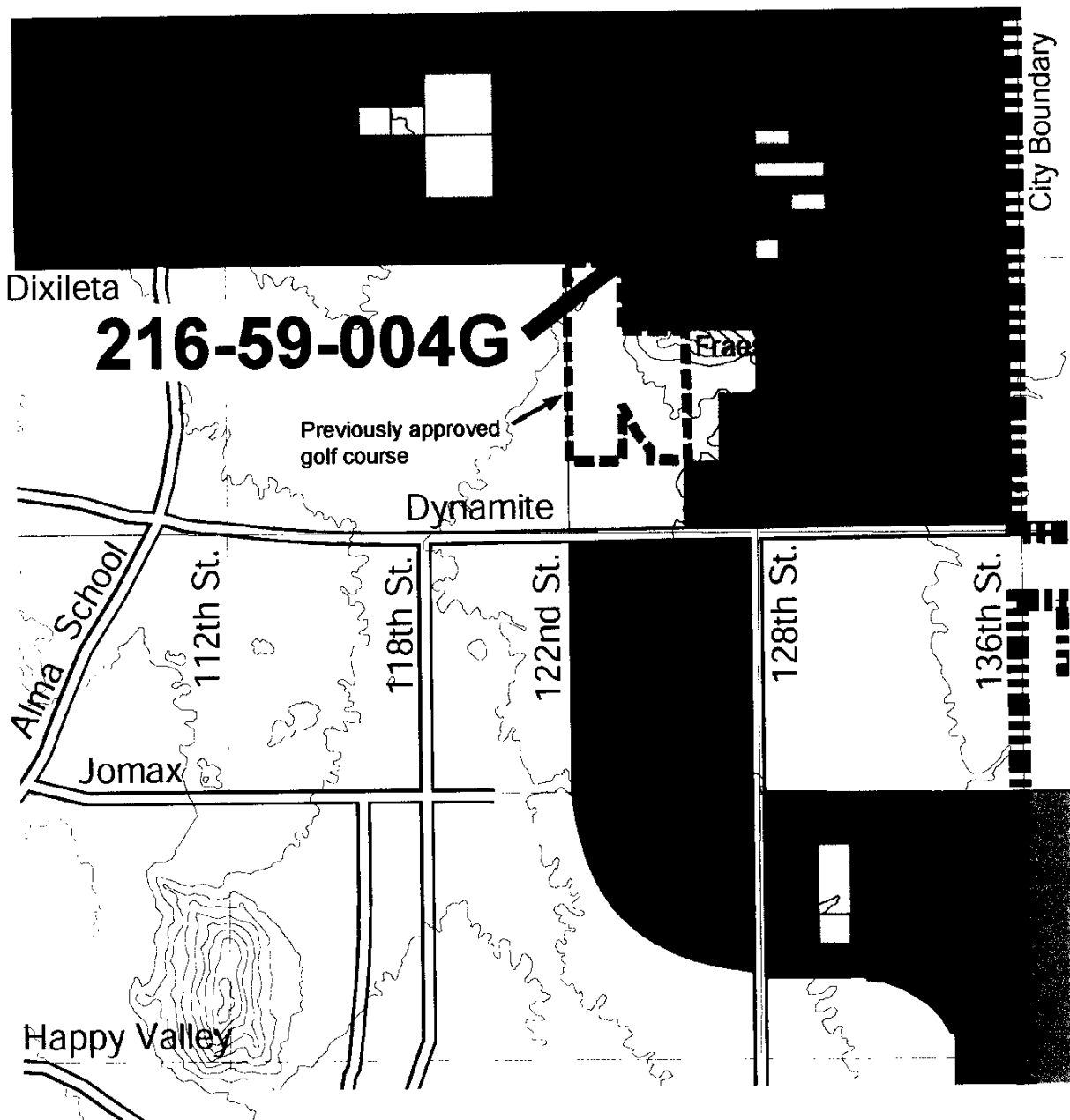
Name Date
Robert J. Cafarella, AICP, Director, Preservation Division





 4/29/03

Name Date
Ed Gawf, Deputy City Manager

ATTACHMENTS

1. Location Map
2. Resolution No. 6294



-  Location of Parcel 216-59-004G
-  McDowell Sonoran Preserve
-  Remaining private land for acquisition
-  State Trust Land Reclassified as Suitable for Conservation



city of scottsdale, arizona

Locations are generalized. Not to scale.
p.northface14 5/03

ATTACHMENT 1. LOCATION MAP

RESOLUTION NO. 6294

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THAT FEE TITLE TO 5.006+/- ACRES REAL PROPERTY AT 30435 N. 128TH STREET, PARCEL NO. 216-59-004G, BE ACQUIRED FROM BUSINESS CAPITAL INC. BY THE CITY OF SCOTTSDALE BY PURCHASE.

WHEREAS, the Sonoran Desert and McDowell Mountains are the most prominent scenic feature in the northeast valley and a valuable regional resource that includes numerous natural features and cultural resources; and

WHEREAS, the City has identified certain parcels within the Recommended Study Boundary for the McDowell Sonoran Preserve to be acquired for the preservation of natural resources and for public recreation, and Scottsdale residents have indicated a strong desire to maintain this treasure for the enjoyment of all and for future generations to experience and enjoy; and

WHEREAS, Scottsdale voters have overwhelmingly approved four propositions on acquiring land for preservation including Proposition 400 to increase the local sales tax in 1995, Proposition 404 to authorize the use of bonds in 1996, and Proposition 411 in 1998 to allow the City to use the special sales tax to purchase additional Sonoran Desert lands, and Question 1 to authorize the sale of \$200 million in General Obligation bonds to acquire land for the Preserve; and

WHEREAS, the City of Scottsdale has embarked upon a program of purchasing lands in the Sonoran Desert and in and about the McDowell Mountains for the McDowell Sonoran Preserve for said purposes; and

WHEREAS, the development of this 5.006+/- acre property on the east side of 128th Street, and between Dixileta and Lone Mountain alignments, within the Recommended Study Boundary, would have negative visual impacts on the Preserve and hinder efforts to create a large un-fragmented area and a wildlife/habitat and recreation corridor between the McDowell Mountains and County Park with the natural desert open spaces to the north in Scottsdale and in the Tonto National Forest.

BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona as follows:

Section 1. That the acquisition of fee title from Business Capital Inc. for 5.006+/- acres of certain real property at 30435 N. 128th Street, parcel number 216-59-004G, described in Exhibit "A" attached hereto for \$195,300 be authorized.

ATTACHMENT 2.

Resolution No. 6294

June 3, 2003

Page 2 of 3

Section 2. That the Mayor is authorized to execute any and all documents on behalf of the City of Scottsdale that are necessary to complete this acquisition.

Section 3. That the duly authorized disbursing agents of the City of Scottsdale be, and they are, hereby authorized and directed to pay the sum of \$195,300 to acquire the above-described property, as well as any additional sums necessary to complete this transaction, including, but not limited to, title insurance, escrow fees and closing costs.

PASSED AND ADOPTED BY THE Council of the City of Scottsdale, Maricopa County, Arizona this 3rd day of June 2003.

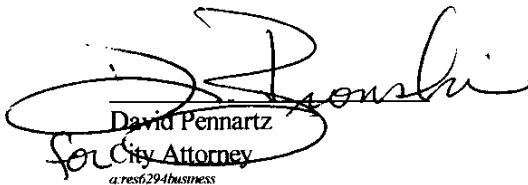
ATTEST:

CITY OF SCOTTSDALE
A municipal corporation

Sonia Robertson
City Clerk

Mary Manross
Mayor

APPROVED AS TO FORM:


David Pennartz
for City Attorney
a.res6294business

ATTACHMENT: Exhibit "A"

Resolution No. 6294
June 3, 2003
Page 3 of 3

EXHIBIT "A"

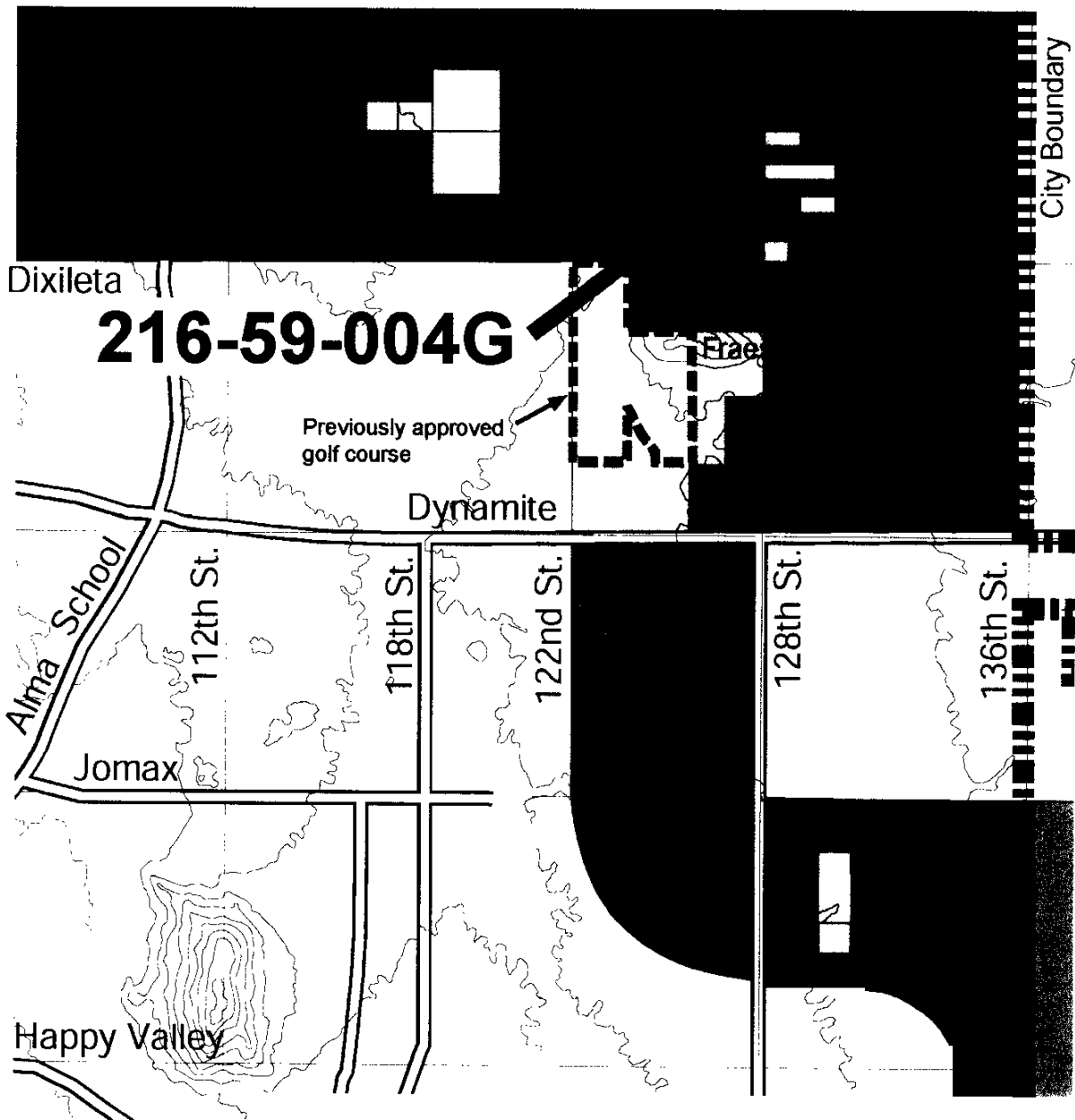
LEGAL DESCRIPTION





The West half of the South half of the North half of the following described property:

Parcel No. 8, THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT THREE, a subdivision recorded in Book 197 of Maps, page 24, records of Maricopa County, Arizona;

Except all minerals in said land as reserved to the United States of America in Patent recorded in Docket 304, page 447.

EXHIBIT A. LOCATION MAP



-  Location of Parcel 216-59-004G
-  McDowell Sonoran Preserve
-  Remaining private land for acquisition
-  State Trust Land Reclassified as Suitable for Conservation



city of scottsdale, arizona
Locations are generalized. Not to scale.
pnorthface14 5/03

CITY COUNCIL REPORT



MEETING DATE: 06/02/2003 ITEM No. 3 GOAL: Neighborhoods

SUBJECT

Construction Bid Award for La Mirada Desert Park

REQUEST

Authorize Construction Bid Award No. 03PB099 to Harney-Naill, Inc, the lowest responsive bidder, at their lump sum bid of \$ 447,431.00 (consisting of the Base Bid plus Bid Alternates 1, 2 and 3) for construction of the final phase of La Mirada Desert Park located just east of the La Mirada Commercial Center at the northeast corner of Pinnacle Peak and Pima Roads. (See attached Project Location Map)

Related Policies, References:

- * Council authorization of Architectural Services Contract No. 2000-147-COS for La Mirada Desert Park.
- * Design Development Review, Case # 7-UP-1998#2
- * Approval of Municipal Use Master City Plan by the City Council on 08/21/01
- * Reciprocal Parking and Access Easement Agreement No. 2002-134-COS of 09/26/02

BACKGROUND

La Mirada Neighborhood Park was originally identified in the *Parks Master Plan, Vision 2010*, and included in the Facilities Element of the General Plan in 1991.

In 1998, Desert Troon Limited dedicated approximately 9 acres adjacent to the La Mirada Commercial center to serve as this public park site. In July 2000, a license agreement was approved between the City and the *Desert Center at Pinnacle Peak*. Mrs. Florence Nelson, the President of the Desert Center, agreed to donate materials for the nature trails, picnic ramadas and all of the plant material to the City for use as a public park and educational center. By December of 2000, Phase I of La Mirada Desert Park was complete with a 2,700 square foot building with three meeting rooms and a 9-acre desert botanical garden

The Desert Center conducts educational programs for Scottsdale children about the Sonoran Desert, its flora and fauna, desert survival skills, and basic first aid.

Prior to the time the Desert Center programs began, several parents requested staff to expedite the next phase of development. They had children who would enjoy a playground and small turf play area. Staff was able to accelerate Capital Improvement funding and shortly thereafter design for the final phase of the park began. Since then, a careful planning and design process ensued to convert the remaining 2 acres of the La Mirada site into a playground, picnic area with ramada and lighted basketball court situated in the natural desert surroundings.

Action Taken _____

Extensive planning, design, and public input have taken place since the contract with the design consultant was awarded in August of 2000. Presentations to the Parks and Recreation Commission, Planning Commission, Design Review Board and public have all taken place, including a negotiated agreement with the neighboring church developer to facilitate public and emergency vehicle access.

The final design incorporates many of the suggestions received through public input for the final phase of park development on this site. This will be the first neighborhood park completed north of Pinnacle Peak Road. The Parks and Recreation Commission approved this plan on December 20, 2000, and the City Council approved the Municipal Use Master Plan for this park on August 21, 2001.

ANALYSIS & ASSESSMENT

Recent staff action.

Bids for the construction project were opened on May 20, 2003 at 3:00 p.m. Bids were received as follows:

	<u>Base Bid</u>	<u>Alt. 1</u>	<u>Alt. 3</u>	<u>Alt. 2</u>	<u>Total</u>
<u>Bidder</u>					
Harney-Naill, Inc	397,546.00	22,078.00	12,550.00	15,257.00	447,431.00
Archon, Inc.	386,000.00	25,000.00	17,000.00	20,000.00	448,000.00
Valley Diamond	399,433.00	34,316.00	17,710.00	19,956.00	471,415.00
Vizor, LLC	412,250.00	30,200.00	15,200.00	15,500.00	473,150.00
Valley Crest	407,000.00	28,900.00	11,100.00	34,000.00	481,000.00
Chaparral Constr.	424,000.00	32,600.00	9,400.00	17,000.00	483,000.00
Baseggio & Co.	421,703.00	39,550.00	12,100.00	12,800.00	486,153.00
Niche Contr.	430,000.00	36,507.00	11,525.00	16,031.00	494,063.00

The recommended bid award consists of the base bid, alternate 1 (small storage building), alternate 2 (additional playground shade structure) and alternate 3 (additional picnic ramada). The bids received, including all bid alternates, are within the available budget for this project. All bid alternates are recommended for award. This contract provides 150 calendar days for construction of this project.

The Purchasing Director confirms that the procurement procedures provided by the City Code have been followed. The C.I.P. Coordinator concurs that funds are available to authorize this contract.

Community involvement.

A neighborhood meeting was held in November 1999 and a Parks and Recreation Commission meeting was held in December 1999 to establish the desired criteria for the park design. Based on the input, the consultant prepared three conceptual plans, which were presented to the neighbors on October 19, 2000 at a neighborhood meeting at the La Mirada community building. At that meeting, neighbors voted on their favorite concept. The plan showing a lighted basketball court, along with playground, turf area and ramada was the favored plan

RESOURCE IMPACTS

Available funding.

Funding for this project is available from CIP Account 402-P9916

Staffing, workload impact.

No additional staff is planned for the facility. This is the final phase of a facility that has been in operation since 1999.

Maintenance requirements.

The present staff assigned to the botanical garden and existing community building

will provide maintenance. Minimal utility costs for the lighted basketball court and mowing for the ¼ acre of turf is included in the existing Parks, Recreation and Facilities budget.

**OPTIONS & STAFF
RECOMMENDATION**

Description of Option A: Award the Contract.

Award construction contract to the low bidder and complete the final of phase of this park.

Description of Option B: Deny award of the Contract.

Do not award the contract and complete the park at a later time when the economy improves.

Recommended Approach:

Option A - Award the contract. The public asked for this park to be completed in a timely manner and are looking forward to the children's amenities in this area of the City.

**RESPONSIBLE
DEPT(S)**

Municipal Services Department/Capital Project Management
Community Services Department/Parks, Recreation and Facilities

STAFF CONTACTS

Marek Urbanek, CPM Project Manager, (480) 312-2563

murbanek@scottsdaleaz.gov

Gary Meyer, Parks/Trails Planning Manager, (480) 312-2357

gmeyer@scottsdaleaz.gov

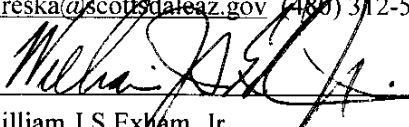
APPROVED BY


Al Dreska

5/19/03
Date

Municipal Services General Manager

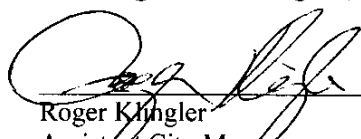
adreska@scottsdaleaz.gov (480) 312-5555


William J.S. Exham, Jr.

5/19/03
Date

Community Services General Manager

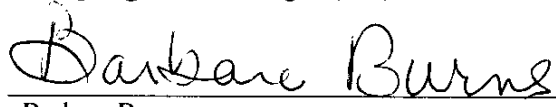
bexham@scottsdaleaz.gov (480) 312-2377


Roger Klingler

5/19/03
Date

Assistant City Manager

rklingler@scottsdaleaz.gov (480) 312-5830


Barbara Burns

Date

Assistant City Manager

bburns@scottsdaleaz.gov (480) 312-2599

ATTACHMENTS

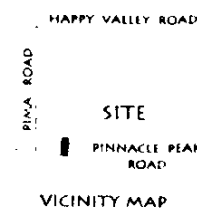
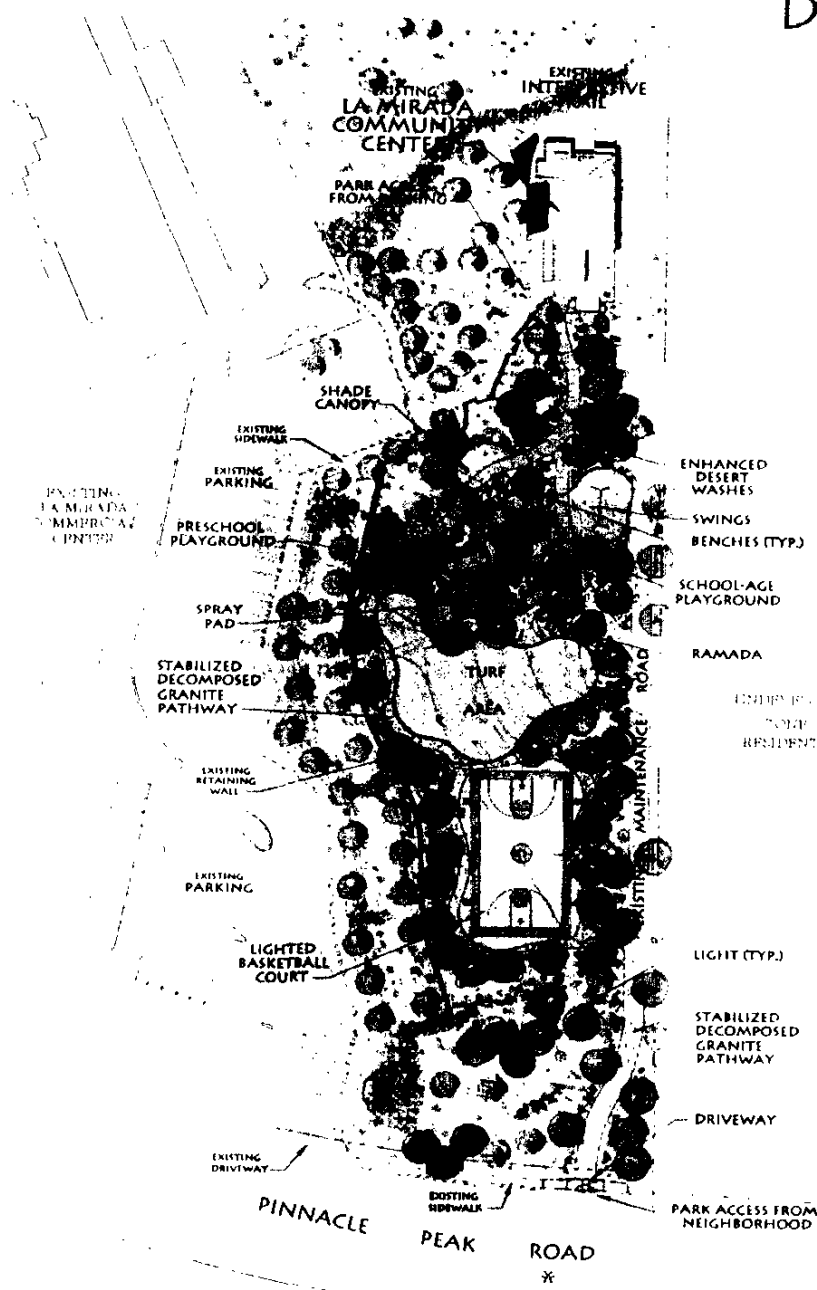
1. Phase II Master Plan and Location Map

LA MIRADA DESERT PARK

PHASE II MASTER PLAN

PARK AMENITIES

PLAYGROUND
RAMADA WITH BBQ
SPRAY PAD
TURF AREA
LIGHTED BASKETBALL COURT
BENCHES
SECURITY LIGHTING
WALKING PATH
LANDSCAPING
INTERPRETIVE TRAIL



JUNE 12TH, 2004

CITY COUNCIL REPORT



MEETING DATE: 06/02/2003 ITEM No. 4 GOAL: Transportation

SUBJECT

Construction Contract Award for Additional Hayden Road Turn Lanes at Camelback and Chaparral.

REQUEST

AUTHORIZE Construction Contract Award No. 03PB096 to S&S Paving and Construction, Inc., the lowest responsive bidder, at their total unit price bid of \$348,851.85.

The proposed improvements are to be constructed at the intersection of Hayden Road and Chaparral Road and the intersection of Hayden Road and Camelback Road. (See Location Map)

BACKGROUND

This project is proposed to encourage additional turning movements at the Hayden/Chaparral and Hayden/Camelback intersections that may lead to a decrease in overall traffic volumes on Chaparral Road between Scottsdale Road and Hayden Road. Traffic volumes have increased on this segment as the community has grown. Chaparral Road is one of the major connecting streets to the Pima Freeway. Fifty-plus homes in the Villa Monterey neighborhood front on Chaparral Road between Miller Road and 78th Street. When these townhomes were first built thirty years ago, Chaparral Road served as a residential street with relatively low traffic volumes and on-street parking. Many of the residents are longtime Scottsdale citizens who have become increasingly frustrated with the relatively large volume of cars and trucks passing by their homes. Presently, Chaparral Road experiences a substantial amount of through traffic due largely to the Pima Freeway interchange which is the most direct route for many motorists to and from Scottsdale Road destinations.

ANALYSIS & ASSESSMENT

The turn lanes proposed to be constructed under this contract are as follows:

- **Hayden / Chaparral**
West bound Chaparral – Add a second Left Turn lane onto Hayden and
Add a Right Turn lane onto Hayden
North bound Hayden – Add a Right Turn lane onto Chaparral
- **Hayden / Camelback**
West bound Camelback – Add a Right Turn lane onto Hayden
East bound Camelback – Add a second Left Turn lane onto Hayden
North bound Hayden – Add a Right Turn lane onto Camelback
South bound Hayden – Add a Right Turn lane onto Camelback

Action Taken _____

Contract process and terms.

The Purchasing Division opened bids for this project on April 24, 2003 at 3:00 PM and bids were received as follows:

• S&S Paving and Construction	\$348,851.84
• AJP Electric	\$387,546.02
• Achen-Gardner Engineering	\$425,726.50
• Banicki Construction	\$438,915.70
• Krisdan Company	\$496,001.45
• Benchmark Construction	\$507,627.95
• Archon, Inc.	\$561,000.00

The Purchasing Director concurs with the identification of the successful bidder and confirms that the procurement procedures provided by the City Code have been followed. The CIP Coordinator concurs that funds are available to authorize this contract.

Community involvement.

In June 2002, the Transportation Commission endorsed a series of Chaparral Road transportation improvements such as raised medians and minor intersection improvements in the segment between Scottsdale Road and Hayden Road. The improvements provided through this construction contract were also endorsed to address neighborhood concerns about the impacts of increasing traffic. These improvements were developed in participation with several Villa Monterey homeowners associations.

Traffic Impacts During Construction.

Lane closures during construction will be limited to the off-peak hours during weekdays. Lane restrictions will be necessary and speeds will be restricted but every effort will be made to minimize disruptions to traffic. Weekend work will be considered if absolutely necessary for timely completion of the work. This contract provides for sixty (60) -calendar day project duration.

Available Funding.

A portion of the construction contract would be funded from CIP Account No. S0302 (Chaparral Road Improvements – Miller to Hayden), which was created when City Council approved \$500,000 to fund neighborhood improvements in this area. The balance of the funding requirement (the Camelback Intersection improvements) is available in CIP Account No. T6101 (Roadway Capacity Improvements).

**OPTIONS & STAFF
RECOMMENDATION****Option A:**

Award the bid and construct the project to accomplish citizen and Transportation Department identified responses to traffic safety and congestion concerns.

Option B:

Do not award the bid at this time.

Recommended Approach:

The staff recommendation is to proceed with the project and award the bid. The proposed construction will accomplish Council approved improvements to the neighborhood.

Proposed Next Steps:

Following award of the bid, necessary documents will be prepared and executed and the Contractor will be directed to begin work. Construction activities could begin immediately after the 4th of July holiday and be completed by the Labor Day holiday.

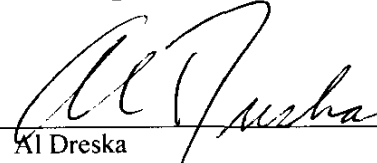
RESPONSIBLE DEPT

Municipal Services Department, Capital Project Management

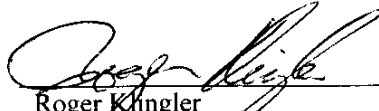
STAFF CONTACT

Gary Talbott, Project Coordinator
Gtalbott@scottsdaleaz.gov (480) 312 7845

APPROVED BY


Al Dreska
Municipal Services General Manager
adreska@scottsdaleaz.gov (480) 312-5555

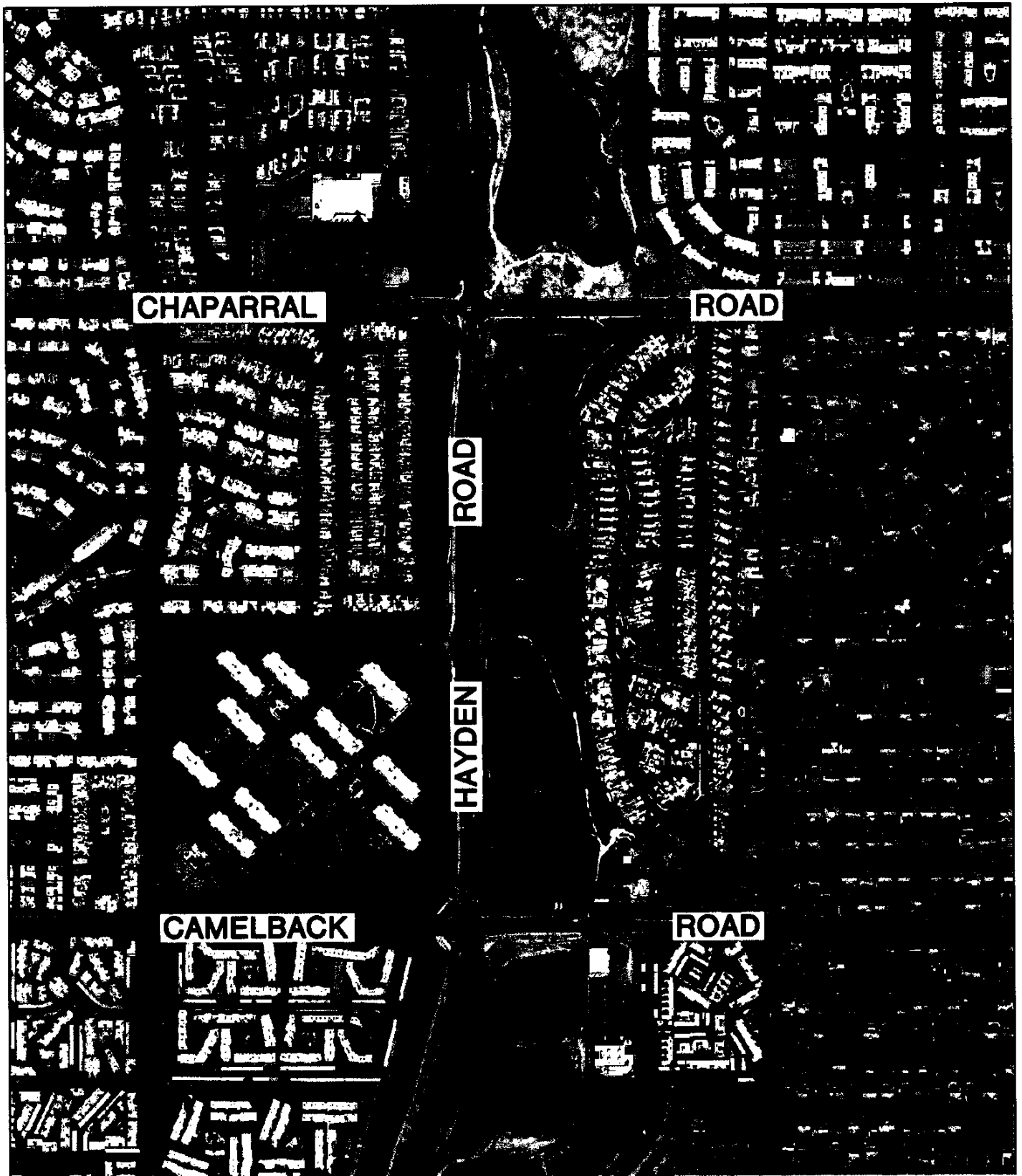
5/19/03
Date


Roger Klingler
Assistant City Manager
rklingler@scottsdaleaz.gov (480) 312-5830

5/19/03
Date

ATTACHMENTS

1. Location Map



LOCATION MAP
HAYDEN ROAD TURN LANES AT
CAMELBACK RD AND CHAPARRAL RD **ATTACHMENT 1**

CITY COUNCIL REPORT



MEETING DATE: 06/02/03

ITEM No. 5 GOAL: Transportation

SUBJECT

Engineering Services Contract for Hayden Road – Cactus to Redfield

REQUEST

AUTHORIZE Engineering Services Contract 2003-104-COS with Tri-Core Engineering in the total amount of \$1,011,126.66 for the design of roadway and drainage improvements on Hayden Road from Cactus Road to Redfield Road.

Related Policies, References:

- Design Concept Report – Hayden Road, Cactus to Redfield (5/22/02).
- Design Concept Report – 79th Street Outfall – East Airport Drainage (2/16/02).
- Transportation Commission Review (7/18/02).
- Proposed Master Streets Plan, 2003
- Bond 2000 CIP Project

BACKGROUND

The purpose of this action is to award an engineering contract to prepare construction contract documents for a major street reconstruction project along with various other infrastructure improvements. The scope includes roadway, drainage, and landscaping improvements on Hayden Road from Cactus Road to Redfield Road; drainage improvements from the east airport boundary at 79th Street/Thunderbird to Hayden Road; Intelligent Transportation System (ITS) infrastructure expansion from Shea Boulevard to Redfield Road; and a 16-inch water line extension from 83rd Place to Cactus. The roadway improvements include paving, vertical curb and gutter, sidewalks, drainage improvements, landscaped medians, noise mitigation, streetlights, and traffic signal modifications. The roadway improvements are necessary to improve traffic flow, provide added public safety, and reduce delay times at associated intersections in accordance with plans for future growth. The planned drainage, water, and intelligent transportation system improvements will take advantage of the timing of the roadway construction.

Hayden Road is currently a five-lane roadway (two traffic lanes in each direction plus a center turning lane) from Cactus Road to Sweetwater Avenue. At Sweetwater Avenue, Hayden Road narrows to four lanes until it approaches Thunderbird Road. From Thunderbird Road north to Redfield Road, Hayden Road reverts to five lanes. The intersection of Cactus Road and Hayden Road currently has single left turn lanes in all four directions and does not have designated right-

Action Taken _____

turn lanes.

The section of Hayden Road from Sweetwater Avenue to Thunderbird Road does not have a designated left-turn lane. Approximately 12 single-family homes front Hayden Road on the west side along this stretch of roadway. The intersection of Hayden Road and Redfield has a single northbound left turn lane and a single eastbound right turn lane. There is also approximately a two-foot drop from Redfield Road to Hayden Road across an existing box culvert that crosses Redfield Road. This causes traffic flow problems due to the severity of the transition in roadway profiles.

A soil cement-lined open channel is located along the east side of Hayden Road from Thunderbird Road to Cactus Road. Due to the location of the channel in relation to the roadway, no sidewalk exists along the east side of Hayden Road from Cactus Road to Redfield Road. Existing unpaved shoulders along the channel are being used for pedestrian access. Sidewalk also does not exist along the west side of Hayden Road from Sweetwater Avenue to Thunderbird Road.

Major intersection improvements proposed at Cactus Road will provide dual left turn lanes for both Hayden Road and Cactus Road traffic. Drainage improvements include the replacement of the channel with a storm drain system. This will yield an area for landscaping and a sidewalk.

The new design will provide the following roadway improvements on Hayden Road from Cactus Road to Redfield Road:

- A two-way center left turn lane on Hayden from Sweetwater Avenue to Thunderbird Road
- New right turn lanes at several locations
- A new drainage culvert system, landscaping and 8-foot sidewalk on the east side between Cactus Road and Redfield Road
- 14-foot outside lanes to improve on-street bicycle conditions
- Landscaped medians between Cactus Road and Sweetwater Avenue
- Dedicated right turn lanes at each corner and dual northbound to westbound and southbound to eastbound left turn lanes at the Hayden/Cactus intersection
- Removal of the existing drainage dip and the addition of an eastbound to southbound right turn lane and dual northbound to westbound left turn lanes at the Hayden/Redfield intersection
- Rubberized asphalt for the entire project corridor
- ITS scope will design new conduits and fiber along Hayden Road from Shea Boulevard to Redfield
- East airport drainage improvement will provide drainage improvements just north of Thunderbird in the 79th Street alignment

ANALYSIS & ASSESSMENT

Recent staff action.

On January 31, 2003, the Request for Statement of Qualifications for Hayden Road (Cactus Road to Redfield Road) was mailed to 76 prospective engineering firms. Responses were received on February 20, 2003. A team of four staff members reviewed the written proposals and independently scored the statements. A short list of the top four prospective firms was developed. The four firms were invited to participate in oral interviews. Tri-Core Engineering was selected as the most qualified firm by the review team. The results of the evaluation process are given in Attachment 1.

The Purchasing Director confirms that the procurement procedures provided by the City Code have been followed and the CIP Coordinator concurs that there are sufficient funds available to award this contract.

Significant issues to be addressed. Many of the preliminary design issues have been identified in the three Design Concept Reports. Specific design issues will be addressed and resolved in detail with the engineer, city staff, various utilities, and the community during the design process. The landscape palate will need to be approved by the Development Review Board. Several property owners expressed an interest in being involved in the landscape design.

Community involvement. This project was discussed at three quarterly CIP Planning Zone meetings and in three newsletters mailed to the area. The East Airport Drainage project was discussed with the property owner's representative and Option 2 in the design concept report was approved. Letters and site plans have been sent to property owners on the south and north sides of Redfield Road east of Hayden Road. Notice of alternatives considered for Hayden Road was provided to all affected property owners on both sides of the road. A contact list is available from CIP Planning. The project was recommended to the Transportation Commission on July 18, 2002.

RESOURCE IMPACTS

Available funding. Funding for this contract is available in the following CIP accounts:

- Hayden Road – Cactus to Redfield (Account No.S2103)
- Hayden Road Water Line Extension (Account No. W2106)

The CIP Coordinator concurs that budget is available to award this contract.

Staffing, workload impact. Existing Capital Project Management staff resources are available to provide design and construction contract administration, construction management and inspection services for this project.

Maintenance requirements. During the first year, the construction contractor would perform landscape maintenance under warranty. After the warranty period expires, maintenance would be budgeted and performed using existing contracts.

Future budget implications. Maintenance costs are estimated at less than \$1,000 per year using the City's existing maintenance contracts.

Description of Option A: Approve the Request

Staff believes authorizing the award of this engineering services contract will address the current and future roadway capacity issues, citizen safety concerns, build required infrastructure, and enhance neighborhood and street appearance while further building the City's sidewalk and multiuse path infrastructure.

Description of Option B: Do not authorize the award of this contract

By choosing not to authorize the award of this contract, the City would avoid the cost of design and probable future cost of construction and maintenance. However, electing not to award this contract would allow the existing problems to remain as the city continues to develop.

Recommended Approach: Staff recommends Option A because it supports Council goals A, B, and C:

Council Goal A. Enhance and protect a diverse, family-oriented community where neighborhoods are safe, protected from adverse impacts, and well maintained.

Council Goal B: Preserve the character and environment of Scottsdale.

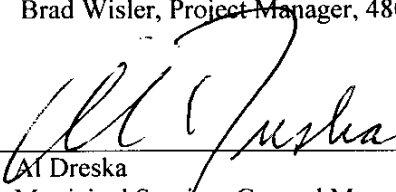
Council Goal C: Provide for the safe, efficient and affordable movement of people and goods.

Proposed Next Steps: If the City Council authorizes the award of this contract, the final contract documents will be signed and design work would begin in June 2003 with final plan preparation targeted for April 2004.

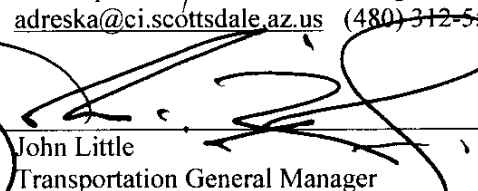
RESPONSIBLE DEPT(S) Transportation and Capital Project Management

STAFF CONTACTS Brad Wisler, Project Manager, 480.312.7626, bwisler@ci.scottsdale.az.us

APPROVED BY


Al Dreska
Municipal Services General Manager
adreska@ci.scottsdale.az.us (480) 312-5555

5/19/03
Date


John Little
Transportation General Manager
jlittle@ci.scottsdale.az.us (480) 312-2539

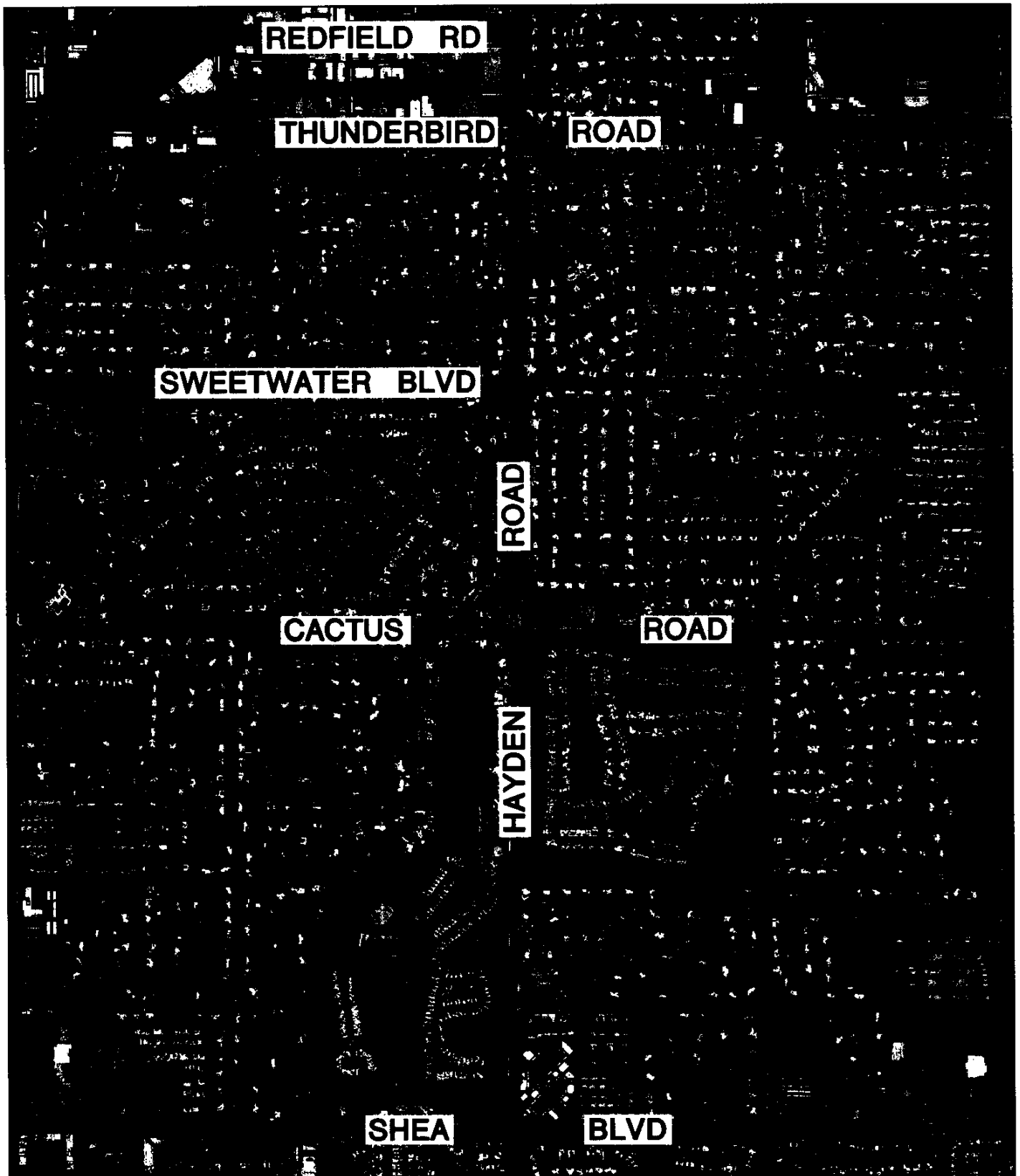
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ATTACHMENTS

1. Location Map - Hayden Road (Cactus Road to Redfield Road)
2. Engineering Services Contract No. 2003-104-COS
3. SOQ Evaluation Summary



LOCATION MAP
HAYDEN ROAD WIDENING
SHEA BLVD TO REDFIELD ROAD

ATTACHMENT 1

**CITY OF SCOTTSDALE
ENGINEERING SERVICES CONTRACT**

THIS CONTRACT, made and entered into this 2nd day of June, 2003, by and between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Tri-Core Engineering, a Corporation of the State of Arizona, hereinafter referred to as "Engineer".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, the City desires to contract for Engineering services to design roadway improvements on Hayden Road from Cactus Road to Redfield Road; and

WHEREAS, Engineer is qualified to render the services desired by City;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

Engineer shall act under the authority and approval of the Contract Administrator to provide the engineering services required by this Contract.

The City wishes to assign Engineer the tasks specified in the attached Exhibit A, Project Scope of Work, which is hereby incorporated by reference and made a part of this Contract.

The Engineer shall obtain all necessary information for the timely completion of the tasks specified in Exhibit A, Project Scope of Work.

2.0 FEES AND PAYMENTS

2.1 FEE SCHEDULE

The amount paid to Engineer under this Contract shall not exceed \$1,011,126.66.

2.2 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contract Administrator. Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Engineer on the basis of a progress report prepared and submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator shall prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total contract price shall be paid before City's final acceptance of all completed work. .

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

All charges must be approved by the Contract Administrator prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Brad Wisler, or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer shall submit all reports and special requests through the Contract Administrator.

3.2 TERM OF CONTRACT

Term of the Contract is until the tasks listed in Scope of Services has been completed according to the following schedule:

The Engineer agrees to proceed with the work immediately upon notification to proceed issued by the Contract Administrator and shall complete all work within 365 calendar days, including City review.

This Contract shall be in full force and effect when it has been approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor as attested by the City Clerk thereof.

In the event that any tasks remain incomplete after the specified completion time period, continuation of this Contract shall be subject to written approval by the Contract Administrator.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of the project for which services have not been performed by the Engineer.

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Engineer shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Engineer shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Engineer and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Engineer has delivered the last of the partially completed items. Engineer shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Engineer's suppliers or Subcontractors, which Engineer could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Engineer, or if the Engineer fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Engineer for any amount, and Engineer shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Engineer.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Engineer in writing, and immediately upon receiving such notice, the Engineer shall discontinue advancing the work under this Contract and proceed to close said operations.

Upon such termination or abandonment, the Engineer shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data shall be the City's sole responsibility.

The Engineer shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Engineer shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least thirty (30) days prior to the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of such period.

3.5 AUDIT

The City may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Engineer's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Engineer shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Engineer and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Engineer to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Engineer. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Engineer's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Engineer.

3.6 *OWNERSHIP OF PROJECT DOCUMENTS*

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there shall be no limitations upon the City as to subsequent use of the plans or ideas incorporated therein, for the preparation of final construction plans. The City does agree to release the Engineer from any liability related to the preparation of final construction plans by others.

3.7 *COMPLETENESS AND ACCURACY*

The Engineer shall be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the Engineering errors shall be chargeable to the Engineer. Additional construction added to the project shall not be considered the responsibility of the Engineer unless the need for same was created by any error, omission, or negligent act of the Engineer. The fact that the City has accepted or approved the Engineer's work shall in no way relieve the Engineer of any of its responsibilities.

3.8 *ATTORNEY'S FEES*

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

3.9 *SUCCESSORS AND ASSIGNS*

This Contract shall extend to and be binding upon the Engineer, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Engineer shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Engineer shall sell its assets.

3.10 *ASSIGNMENT*

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Contract Administrator.

3.11 SUBCONTRACTORS

During the performance of the Contract, the Engineer may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Engineer.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of Engineering Services to be performed in accordance with this Contract is set forth herein, and, if the Engineer is asked to perform services which are not included in this Contract, they will be considered additional services. The Engineer shall not perform these services without written authorization in the form of an approved Change Order from the City. In the event the Engineer performs the additional services without written authorization (Change Order) from the City to perform same, it shall be assumed that the additional services were included in the original Scope of Services and the fees set forth herein, and therefore, the Engineer shall not be permitted to request nor receive any additional compensation for those additional services.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Engineer shall reveal fully in writing any financial or compensatory agreement which it has with a prospective Engineer prior to the City's publication of documents for bidding.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war,

epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Engineer's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Engineer shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 EVALUATION OF ENGINEER'S PERFORMANCE

The Engineer will be evaluated regarding its performance of this Contract. This evaluation shall include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (linework, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.23 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of the Engineer:

Tri-Core Engineering
Vince Gibbons
2255 N. 44th Street, Suite 255
Phoenix, AZ 85008
602-681-9272

On behalf of the City:

Capital Project Management
Brad Wisler, PE, PMP, CFM
City of Scottsdale
7447 E. Indian School Rd., Suite 205
Scottsdale, AZ 85251
480-312-7626

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.24 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.25 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offer or on the solicitation for which they prepared the specification.

3.26 INDEMNIFICATION

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Engineer relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 INSURANCE

This solicitation/contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B + + 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

4.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Engineer. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

4.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

4.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

- 4.1.5 Policy Deductibles and or Self Insured Retentions:** The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Engineer shall be solely responsible for any such deductible or self-insured retention amount. City of Scottsdale, at its option, may require Engineer to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.1.6 Use of Subcontractors:** If any work under this agreement is subcontracted in any way, Engineer shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Engineer. Engineer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 4.1.7 Evidence of Insurance:** Prior to commencing any work or services under this Contract, Engineer shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Engineer's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance.
 2. Engineer's insurance shall be primary insurance as respects performance of subject contract.
 3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Engineer under this Contract.
 4. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.2 Required Coverage

- 4.2.1 Commercial General Liability:** Engineer shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of
-

insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Engineer engages in any professional services or work adjunct or residual to performing the work under this Contract, Engineer shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Engineer, or anyone employed by Engineer, or anyone for whose acts, mistakes, errors and omissions Engineer is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Engineer shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- 4.2.3 Vehicle Liability: Engineer shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 4.2.4 Workers Compensation Insurance: Engineer shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Engineer's employees engaged in the performance of work or services under this Contract, and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Engineer's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

- 5.1.1 Engineer shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Engineer becomes insolvent; or
2. Engineer ceases to conduct business; or
3. Engineer makes a general assignment for the benefit of creditors; or
4. A petition is filed in Bankruptcy by or against Engineer.

- 5.1.2 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

- 5.1.3 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in 5.1.2 immediately above.

5.2 PROPRIETARY PROTECTION

- 5.2.1 City acknowledges that to the extent Engineer advises the City that the Software is confidential information or is a trade secret property of the Engineer, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.
- 5.2.2 Engineer shall not use or disclose any knowledge, data or proprietary information relating to City obtained in any manner whatsoever.
- 5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Engineer shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 *NON-INFRINGEMENT*

Engineer warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against City asserting or involving such an allegation, Engineer will defend, at Engineer's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Engineer's opinion the Software is likely to become the subject of such a claim of infringement, Engineer will, at its option and its expense: (i) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 *THIRD PARTY LICENSE*

Engineer shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If City rejects the terms of a third party license, it shall be Engineer's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 *SEVERABILITY AND AUTHORITY*

6.1 *SEVERABILITY*

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Prior to any contract payment being made, the attached I.R.S. Form **must** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this 2nd day of June, 2003

CITY OF SCOTTSDALE

Mary Manross, Mayor

ENGINEER:

Tri-Core Engineering

Signature

Vince Gibbons

Name

President

Title

ATTEST:

Sonia Robertson, City Clerk

Monroe O. Warren
Purchasing Director

Myron Kuklok
Risk Management Director

Contract Administrator

APPROVED AS TO FORM:

David A. Pennartz
City Attorney

SON
FedTax # - 86-0828476

EXHIBIT A

PROJECT SCOPE OF WORK

HAYDEN ROAD, CACTUS ROAD TO REDFIELD ROAD

I. BRIEF DESCRIPTION OF THE PROJECT

- A. The Engineer, acting under the authority and to the approval of the Contract Administrator, shall perform the necessary analysis, studies and surveys required to design the widening and reconstruction of Hayden Road from Cactus Road to Redfield Road. The purpose of the project is to make improvements to this reach of Hayden Road including new asphalt pavement (rubberized asphalt), raised median with landscaping (Cactus to Sweetwater), storm water interception and drainage culverts, and continuous curb and gutter and sidewalk. Hayden Road will be widened to a five-lane section (two lanes northbound & southbound) with raised or striped median utilizing a modified Minor Arterial Street Section (Figure 3.1-3). The work includes drainage analysis and accompanying report, storm water interception and storm drain (culvert) design including the east airport system, surveying, right-of-way legal descriptions, Intelligent Transportation System (ITS) design (Shea to Redfield), geotechnical investigations and recommendations, landscaping and irrigation design, retaining wall design, water line relocation, one or more public meetings, DRB submittal, traffic signal relocation, striping layout, street light design, potholing, and preparation of plans, special provisions and cost estimates.

II. GENERAL REQUIREMENTS

- A. DESIGN STANDARDS – All work shall conform to:
1. The M.A.G. Standard Specifications and Details
 2. The City of Scottsdale M.A.G. Supplemental Specifications and Supplemental Standard Details
 3. The latest City of Scottsdale Design Standards and Policy Manual
 4. All applicable uniform and national codes along with the city amendments as adopted by ordinance
 5. AWWA, NSF, ACI, ASTM, etc. as applicable
 7. Other applicable specifications and details required by a governmental agency or utility company

The Engineer is responsible for providing the work to meet the latest City of Scottsdale Design Standards and Policies Manual. Any design criteria, plan preparation techniques or other requirements established herein shall take precedence over any other conflicting standards or specifications.

- B. QUALITY CONTROL – Quality control is a management system for producing a product, which complies with the terms of the contract. The Engineer is responsible for maintaining a Quality control Program that will provide a quality product. The Engineer shall meet with the Contract Administrator to review and discuss the designed system they have implemented to ensure a successful end product through out the design. The system shall be acceptable to the Contract Administrator. Subsequent changes may be determined necessary if the program is not producing the quality of work required by the contract.
- C. PROJECT DESIGN SCHEDULE – Prior to commencing any work, the Engineer and the Contract Administrator shall meet to determine the project design schedule. The Engineer shall meet with the Contract Administrator, prior to the monthly billing, to assess the projects' progress in relation

to the design schedule. In the event that the Engineer falls behind the accepted design schedule, the Engineer shall be required to provide documentation explaining each event that caused the project to be delayed. In addition, the Engineer must prepare a written statement to identify what steps will be taken to return to the project to its original schedule. This documentation will be necessary prior to payment approval.

III. TASKS

- A. PROJECT MANAGEMENT – This task will provide a firm foundation for overall project management and monitoring. The Engineer will prepare monthly progress reports utilizing the City's Issue Tracking Form (ITF) format; perform regular budget and schedule monitoring; provide utility coordination; and manage sub-consultants.
- B. DATA COLLECTION
 - 1. The Engineer shall:
 - a. Visit the site with the Contract Administrator and other City staff members, prior to commencement of the work to ensure an onsite understanding of the nature of the work
 - b. Obtain all available maps, studies, records, and right-of-way information
 - c. Verify GIS data, as-built plans, and utility information
 - d. Review the City's Water Master Plan, current updates and pertinent data and studies of the work to be performed
 - 2. It shall be the responsibility of the Engineer to determine, request and obtain specific data and information needed to perform the work. The Engineer shall provide all necessary research and data collection required determining and identifying all existing project area utilities. The Engineer shall perform potholing of underground utilities, to determine and identify all existing project area utilities.
 - 3. All data obtained from the City (i.e. – quarter sections, contour maps, aerial photography, etc.) shall be provided at no cost to the Engineer.
- C. UTILITY COORDINATION
 - 1. The Engineer shall coordinate with utility companies and other agencies to incorporate existing and proposed utility facilities into the construction plans as necessary. All existing and proposed utilities shall be shown in the plan and profile on the preliminary and final construction plans. The Engineer shall notify and coordinate the utilities in accordance with the AUCC "Public Improvement Project Guide". Initial contact with utility companies shall be made under the data collection task as record drawings are being collected.
 - 2. The Engineer shall be responsible for field verifying the horizontal and vertical locations of all utilities within the project limits. Utility base maps prepared by the Engineer, detailing all existing data, shall be transmitted to the utility companies for verifications and comment concerning the utility locations. Their comments shall be incorporated into the base maps.
 - 3. The Engineer shall be completely responsible for scheduling the location and number of potholes with the affected utility, resolving potential conflicts and shall diligently pursue resolution of all conflicts with the official utility until acceptable solutions are designed. The Engineer shall be responsible for providing underground utility locating services utilizing an air vacuum method of excavations, which produces a hole in the pavement not greater than 12 inches in diameter. The City's Contract Administrator prior to commencement of activities shall review the number and location of potholes required for design. Fees for potholing shall be based upon a per location allowance which shall include the cost for barricading, securing permits/permission from all concerned agencies, pavement restoration, report preparation, recording the thickness of the

asphalt when borings occur in the existing paved roadway, and other incidental items. To minimize traffic congestion and barricading, all potholing shall occur in their shortest time frame and during non-peak traffic hours.

D. SURVEY

1. The Engineer shall perform all necessary survey work to establish horizontal and vertical ground control and to provide topographic information for all existing conditions and features throughout the project limits.
2. All survey work shall be based on current City of Scottsdale datum.
3. The survey shall include the location of existing structures, property lines, drainage ways, and easements.
4. Survey extents shall clearly demonstrate the relationship of the site to the adjacent properties.

E. GEOTECHNICAL INVESTIGATION

The Engineer shall perform a geotechnical analysis of the existing conditions. A geotechnical report shall be submitted for the determination of the structural design of the pavement section and to make recommendations for the storm drain connector pipe system. An Engineer registered in the State of Arizona must seal the report.

1. The following information shall be included in the Geotechnical Report:
 - a. Vicinity map of the project limits
 - b. Plot plan showing location of borings
 - c. Boring Logs
 - d. Detailed descriptions of surface and subsurface conditions
 - e. Summary of laboratory tests performed and tests results. Typical testing shall include grain size and distribution, moisture, plasticity, compaction, R²-value, and shrink/swell testing.
 - f. Summary of geotechnical recommendations for pavement and base materials, and storm drain backfill and bedding criteria.

F. DRAINAGE

1. The City shall provide copies of all pertinent drainage studies and hydrology models.
2. The Engineer shall conduct a field investigation of the proposed street improvement site and surrounding area to become familiar with on and off-site drainage patterns.
3. The Engineer shall review all reports, maps, and aerial photographs as necessary to become familiar with this project.
4. The Engineer shall prepare a Drainage Report in 8.5 x 11 format that shall include on-site and off-site drainage analysis. The existing storm drain system will be analyzed as part of this report.
5. The engineer shall upgrade the existing 100-year conveyance (open channel to box culvert) system and provide design of a new connecting system for interception of the 10-year storm for the roadway corridor as stipulated in Chapter 2 of the latest City of Scottsdale Design Standards and Policy Manual. The existing culverts of adequate capacity and condition will be incorporated into the new system as applicable.

G. MEETING PARTICIPATION

As part of the contractual relationship with the City, the Engineer shall attend, prepare agenda and take notes at the meetings outlined herein. The notes shall be furnished to the Contract Administrator in the form of minutes. The notes shall address action items and the responsible parties. The Contract Administrator shall review and approve all meeting notes.

1. Project Status: The Engineer shall attend monthly meetings with the Contract Administrator to keep the City abreast of the project status and gather information for the improvements desired by the City. The meetings will be held at City offices.
2. Utility Coordination: The Engineer shall organize and attend utility coordination meetings.
3. Public Informational Meetings: The Engineer shall prepare for, organize and attend three public informational meeting to communicate the scope and impact of the project to the affected public.
4. Development Review Board: The Engineer shall attend and prepare all materials required for application to, and presentation at, the DRB and attend all meetings and study sessions prerequisite to approval of the project.
5. Pre-bid: The Engineer's project manager and key project staff members shall attend a pre-bid conference to address technical questions asked by the prospective bidders.
6. Construction on site meetings: The Engineer's project manager shall attend four on-site meetings during construction of the project to address any technical issues and/or questions asked by the contractor.

H. LANDSCAPING/IRRIGATION PLANS

1. The Engineer is responsible for landscape and irrigation design within the raised median areas and back of curb and integration with any existing landscaping and irrigation system worthy of salvaging, in accordance with City requirements.
2. Landscape design shall be sealed by an Arizona Registered Landscape Architect and be accepted by the DRB.
3. The Engineer shall provide all materials necessary for the Development Review Board pre-application and DRB presentation, as required.

I. STRIPING, TRAFFIC SIGNAL, AND STREET LIGHT DESIGN

1. The Engineer shall design and produce striping (markings) plan sheets for the street segment, including obliteration notes, raised pavement markers and hydrant locators where appropriate. Prepare transitions to markings beyond project limits. Plans shall be produced at 1 inch equal to 20 feet.
2. The Engineer shall prepare the traffic signal relocation plans for the intersections of cactus, Sweetwater, and Redfield Streets. Traffic signal plans shall include all demolition/removal/relocation of the existing system, traffic detection loops, and new system components required.
3. Design and produce street light plan sheets for the street segment including the underground electrical system, connection to existing or new underground power source, bases, poles, luminaries, and coordination with APS and/or SRP for review and approval.

J. STREET DESIGN

1. Street design shall include geometric layout; profiles of centerline and gutter lines, cross slope layout, bus bay layout, and tie-ins to existing improvements.

K. RIGHT-OF-WAY

1. The Engineer shall perform all data research required to determine existing right-of-way, and to obtain ownership records for parcels involving new right-of-way acquisition. Legal descriptions shall be prepared for each parcel wherein new right-of-way is required.

L. INTELLIGENT TRANSPORTATION SYSTEM (ITS)

1. The Engineer shall design and ITS system consisting of four (4) one and one half (1-1/2) non-conductive PVC or HDPE conduits, with all identified fixtures and 48 single mode fiber cables along the east and west sides of Hayden Road from Shea Boulevard to Redfield Road.
2. The system will be designed to provide the maximum benefit to the City by providing a communication connection from the ITS components within the project to the City's Traffic Management Center (TMC).

M. WATERLINE

1. The Engineer shall design a 16" water line in Hayden Road ROW from 83rd Place to Cactus.

IV. PROJECT PREPARATION AND SUBMITTAL GUIDELINES

A. GENERAL INFORMATION

1. These guidelines are a source of information available to assist the Engineer in the design and preparation of materials as required by the City of Scottsdale Capital Project Management.
2. The City's function in connection with submitted plans, specifications, construction cost estimates, drainage reports, etc. is that only of review for conformance with design standards, procedures and criteria established by the City; the City shall not be responsible for checking the Engineer's plans for accuracy or engineered design.
3. The Engineer shall be responsible for:
 - a. Compliance with the City's design standards, policies and this Scope of Work.
 - b. Preparation of plans and specifications of a quality representative of the profession, which are both clear and of sufficient detail to provide the Contractor direction by which this project may be constructed.
 - c. Researching and obtaining available materials, maps, as-builts, reports, etc., as may be applicable to this project.
 - d. On-going communication and informal contact with the City of Scottsdale Capital Project Management and Transportation CIP Planning staff.
4. In addition to the submittal of plans and documents described herein, other materials may be required for presentation to the Development Review Board, community meetings, etc. The requirements for these items are described elsewhere within the Project Scope of Work

B. SUBMITTALS – GENERAL REQUIREMENTS

1. All submittals shall be made to the Contract Administrator. A Capital Improvements Project generally consists of a conceptual study followed by three plans submittal phases prior to the delivery of all final and approved design documents to the City. This project will not include the preparation of a conceptual study.
2. It shall be the Engineer's responsibility to submit plans and coordinate with all agencies having utilities within the project limits. Likewise, the Engineer shall abide by any intergovernmental agency agreements and procedures. The engineer will coordinate and obtain review approval from all governmental agencies as needed to obtain all required approvals.
3. If a plan does not contain sufficient information to adequately review that phase of the design, the plans will be returned to the Engineer for completion and resubmittal of that phase of the project.
4. The City will arrange a meeting with the Engineer upon its completion of the review submittal to discuss the direction in which the work is proceeding, make note of any recommendations by the engineer and voice any concerns over the project.
5. The City's function in connection with the submitted plans, specifications, construction cost estimates, design reports, etc. is that only of review for conformance with design standards, procedures and criteria established by the City. The City shall not be responsible for checking the Engineer's plans for accuracy or engineered design.

C. FIRST SUBMITTAL (30% Documents)

The first submittal is limited to the following:

1. The Preliminary Drainage Report
 - a. Establish the site hydrology and support the proposed grade and alignment design.
 - b. Initial sizing of facilities
2. Preliminary Geometry Layout and Profiles (line and grade).
4. Right-of-way requirements exhibit
5. Prepare/present project to development review board - Rendered site plans including landscaping will be required. Coordinate the pre-application and DR meeting requirements with Project Review.
6. Materials submitted to the Contract Administrator:
 - Three (3) preliminary drainage reports
 - Three (3) copies of the line and grade plans
 - Three (3) geotechnical reports
 - Three (3) copies of the right-of-way requirements exhibit

D. SECOND SUBMITTAL (60% Documents)

This is a progress submittal to the City of the final design materials. It will also be the initial submittal to the City to the Project Review Department's engineering, fire, planning and building units for review and comment.

The Engineer shall provide to the City design drawings or progress updates, of any concurrent improvements by a private utility agency.

1. 60% plans for:
 - a. Street plan and profile
 - b. Storm drain system plan and profile
 - a. Street Light plan
 - b. Striping plan
 - c. ITS system plan
 - d. Traffic signal relocation plan
 - d. Landscape and irrigation plan
 2. Construction cost estimate: Updated detailed construction cost estimate
 3. Schedule of bid items draft
 4. Final Drainage Report
 - a. Address all previous City comments
 - b. Complete report to include:
 - (1). Completed narrative of existing and proposed conditions
 - (2). Supporting hydrology calculations
 - (3). Sizing of facilities
 - (4). Supporting references
 - (5). Copies of computer assisted calculations
 - (6). Detailed drainage plan
 5. Preliminary Special Provisions
 6. Materials submitted to the Contract Administrator:
 - Previous City redlines and annotated review comments
 - Ten (10) complete sets of plans
 - Three (3) final drainage reports
 - Two (2) construction cost estimates
 - Two (2) schedule of bid items
- E. THIRD SUBMITTAL (90% Documents)
- The third submittal is a completed package to the City for final plan review. The drawings shall be fully completed in accordance with the Scope of Work. Any previous comments shall be resolved and final documents stamped by a professional engineer registered in the State of Arizona shall be submitted. The Special Provisions shall be complete to allow for final review and comment. All previous City redlined materials shall be returned to the City for final back check.
1. Final plans for:
 - a. Street plan and profile
 - b. Storm drain system plan and profile
 - e. Street Light plan
 - f. Striping plan
 - g. Traffic signal relocation plan
 - h. ITS system plan
 - e. Landscape and irrigation plan
 2. Final detailed Engineer's construction cost estimate
 3. Approved drainage report -- Sealed reports
 4. Final special provisions -- For City review

5. Bid schedule -- Complete schedule of bid items
6. Materials submitted to the Contract Administrator:
 - Previous City redlines and annotated review comments
 - Ten (10) complete sets of plans
 - Three (3) special provisions
 - Three (3) final drainage reports
 - Two (2) construction cost estimates
 - Two (2) schedule of bid items

F. APPROVED PLANS

All final comments from the third review conference shall be resolved and any required resubmittals to the City shall be provided. The Engineer shall deliver a complete set of professionally sealed original contract documents to the City. Drawings shall be submitted on 24"x 36" 4-mil. mylar sheets.

In addition to the original contract documents, the Engineer shall provide to the City all drawings, Special Provisions, bid schedules or other contract document material stored on IBM compatible magnetic diskettes (MicroStation™ for drawings and MS Word™ for written materials; or as approved by the Contract Administrator).

Any other approvals required the Engineer prior to final approved plans submittal shall obtain (Health Dept., Flood Control District, etc.) to the City.

1. Materials submitted to the Contract Administrator:
 - Previous City redlines and annotated review comments
 - Original drawings with original seals
 - Six (6) complete sets of plans prints
 - Original Special Provisions and Bid Schedule
 - Magnetic diskettes containing drawings and written materials.

G. BIDDING PHASE

The Engineer shall make their services available to the City, for advice and consultation, and interpretation of the plans and specifications. The Engineer shall develop and provide to the City all required project addenda during the project bidding phase.

The Engineer shall attend and participate at the project pre-bid meeting.

H. CONSTRUCTION PHASE SERVICES

1. Engineer shall review for approval, all shop drawing submittals by the contractor.
2. Engineer shall respond to all Contractor "request for information" (RFI) inquiries.
3. Engineer shall attend four construction meetings (on site) during construction.

I. MISCELLANEOUS ITEMS

1. Reimbursable expenses will not be tracked or paid for separately but will be included in the lump sum contract fee.

2. All blue-line and other printing processes required to produce plan sets, specifications and reports for this project will be performed by Thomas Reprographics, and will be charged directly to the City by Thomas Reprographics through the City's ongoing account.

Hayden Road - Cactus to Redfield SOQs Evaluation

	Total Points per Reviewer			Total	Average
	Reviewer 1	Reviewer 2	Reviewer 3		
	35				
	28	30	30	88	29.33
	25	30	33	88	29.33
	25	29	33	87	29.00
	32	32	34	98	32.67
	35				
	28	28	33	89	29.67
	28	28	30	86	28.67
	28	20	30	78	26.00
	30	31	33	94	31.33
	15				
	13	12	14	39	13.00
	12	13	12	37	12.33
	12	12	12	36	12.00
	15	15	15	45	15.00
	15				
	12	12	14	38	12.67
	10	11	15	36	12.00
	10	10	15	35	11.67
	15	13	15	43	14.33
	Average (for 4 Categories)		Rank		
Final Score	63.5		2		
	61.75		3		
	59		4		
	70		1		

CITY COUNCIL REPORT



MEETING DATE: 06/02/2003 ITEM No. 6 GOAL: Neighborhoods

SUBJECT

Contract Amendment for Preparation of Construction Contract Documents for the McDowell Mountain Ranch Park and Aquatic Center

REQUEST

Amend Architectural Services Contract No. No.2001-114-COS with WeddleGilmore Architects, in the amount of \$710,319.00 to prepare the construction contract documents for the McDowell Mountain Ranch Park and Aquatic Center.

Related Policies, References:

City Council Municipal Use Master Site Plan Approval, Case 20-UP-1994 #2 (3/17/03); Planning and Zoning Commission Recommendation (11/13/02); Parks and Recreation Commission Recommendation (11/6/02); Architectural Services Contract No. 2001-114-COS (8/20/01); IGA #950009 with the Scottsdale School District (6/6/95), Municipal Use Master Site Plan Case No. 20-UP-1994

BACKGROUND

In August 2001, the City Council awarded Architectural Services Contract No. 2001-114-COS to WeddleGilmore Architects. The work scope included development of a revised master plan for the final phase of a City owned park site located at the southeast corner of Thompson Peak Parkway and McDowell Mountain Ranch Road, comprising approximately 17 acres. The contract included the option for the architect to prepare the construction contract documents. With the recent approval of the revised master site plan (03/17/03), the construction contract documents can be completed.

WeddleGilmore has done an excellent job with the development of the revised Master Plan to date and has responded to all City requests for additional design work and presentation in an excellent and timely manner. They have an in-depth understanding of the project issues and design requirements.

This 75-acre joint park/school site is located at the southeast corner of Thompson Peak Parkway and McDowell Mountain Ranch Road. Intergovernmental Agreement #950009 between the City of Scottsdale and the Scottsdale School District, dated June 6, 1995, governs development of this site. This Agreement defined which agency would build which amenity, which agency would pay for which facility, and set forth maintenance responsibilities on the site. Initial

Action Taken _____

improvements to the site, completed in 1998, included three lighted soccer fields, two lighted baseball fields, a restroom concession building, and parking areas. Existing facilities also include Desert Canyon Middle and Elementary Schools, with an enrollment of approximately 1,600 students, and the joint-use Arabian Library.

The second phase of improvements identified in the 1995 approved master plan included a family aquatic center, children's playground, skateboard facility, lighted tennis and volleyball courts, additional parking, gymnasium adjacent to the Middle school gymnasium, and a picnic area. Through an extensive public input process, the Plan approved by the City Council on March 17, 2003 includes an Aquatic/Fitness Center; skate park facility, playground, open recreation/picnic area, additional restrooms and parking facilities, and off-site transportation improvements, including a two-way loop road under Thompson Peak Parkway bridge.

The design and construction of this project is funded by the voter approved bond election that took place in September of 2000.

ANALYSIS & ASSESSMENT

Recent staff action. On August 20, 2001, the City Council awarded Architectural Services Contract No. 2001-114-COS to WeddleGilmore Architects. Since that time, staff has worked with the architect and the community to develop a revised master site plan. Contract No. 2001-114-COS included a provision for a contract amendment for the architect to prepare the construction contract documents.

Contract process and terms. The Purchasing Director confirms that the procurement procedures provided by the City Code have been followed.

The contract amendment allows 360 calendar days to complete the design. Design work is expected to begin in July 2003 and be completed in July 2004.

Significant issues to be addressed. Local traffic will be impacted by the construction of this project with the construction of the access connections off Thompson Peak Parkway and McDowell Mountain Ranch Road and for the loop road under the Thompson Peak Parkway.

Community involvement. Community involvement during the master plan phase consisted of neighborhood meetings, design workshops and public hearings.

Approximately 35-40 public input and informational meetings have transpired over an 18-month period. The major neighborhood meetings were held on May 9, 2001, November 1, 2001, December 13, 2001, January 31, 2002, and October 10, 2002, where an average of 200 citizens participated in each meeting.

RESOURCE IMPACTS

Available funding. Funds for this contract are available in CIP Account No. 400-P0209 (McDowell Mountain Ranch Park and Aquatic Center). The C.I.P. Coordinator concurs that funds are available to authorize this contract amendment.

Upon project completion, any funds remaining from contingency and other allocations will be returned to an unallocated bond proceeds account for future budget considerations.

Future budget implications. Facility staff and O&M costs are projected to be an additional \$560,000. An annual operating budget of \$193,200 is used to maintain and operate the current facility. Pool facilities generate revenue from admissions,

rentals, and lessons. Approximately \$75,000 in additional revenue may be generated annually by the aquatic facility. An additional \$45,000 may be generated by the fitness facility.

Staffing, workload impact. These increases were identified in the original project request and will be addressed through the FY 05-06 budget process.

Maintenance requirements. Maintenance and operations costs for the final phase of this facility are estimated at \$560,000. Currently, \$193,200 is spent annually to operate and maintain Phases I and II of this facility, which have been in operation since 1998.

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Exercise the contract option to amend Architectural Services Contract No. 2001-114-COS in the amount of \$710,319.00 for the architect to prepare the construction contract documents. This action will result in the immediate implementation of the final design of the planned project based on the action taken by the City Council on March 17, 2003.

Description of Option B: Do not amend the architectural services contract and direct staff to enter into a new consultant procurement process.

Recommended Approach: Staff recommends Option A, authorizing an amendment to the design contract. Option A supports Council Goal A, to "enhance and protect a diverse, family-oriented community where neighborhoods are safe, protected from adverse impacts, and well maintained". Specifically, Option A addresses the following bullets under Goal A: "Provide for neighborhood and social service needs for all residents" and, "Provide neighborhood recreation facilities and parks".

Proposed Next Steps: If the City Council authorizes this contract amendment, the architect will immediately begin preparing the construction contract documents. In approximately 12 months, the construction documents will be complete and the City Council may be asked to consider awarding a bid for construction. If awarded, construction may take up to 15 months, with the facility scheduled to open in Fall 2005.

RESPONSIBLE DEPT(S)

Community Services/Parks, Recreation and Facilities and Municipal Services/Capital Project Management

STAFF CONTACT(S)

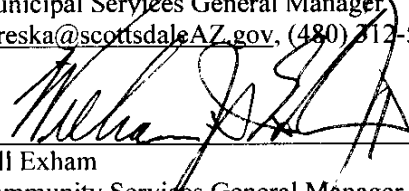
Brad Wisler, Project Manager, (480) 312-7626, bwisler@scottsdaleAZ.gov
Judy Weiss, Parks, Recreation and Facilities Manager, (480) 312-2416, jweiss@scottsdaleAZ.gov
Jona Davis, Aquatic Coordinator, (480) 312-8428, jdavis@scottsdaleAZ.gov

APPROVED BY


Al Dreska

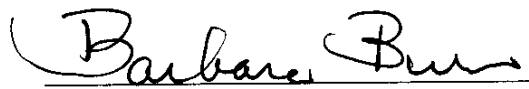

Date

Municipal Services General Manager
adreska@scottsdaleAZ.gov, (480) 312-5555


Bill Exham

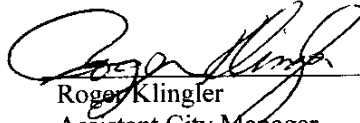

Date

Community Services General Manager
bexham@scottsdaleAZ.gov, (480) 312-2377



Barbara Burns
Assistant City Manager
bburns@scottsdaleAZ.gov, (480) 312-2599

5/19/03
Date

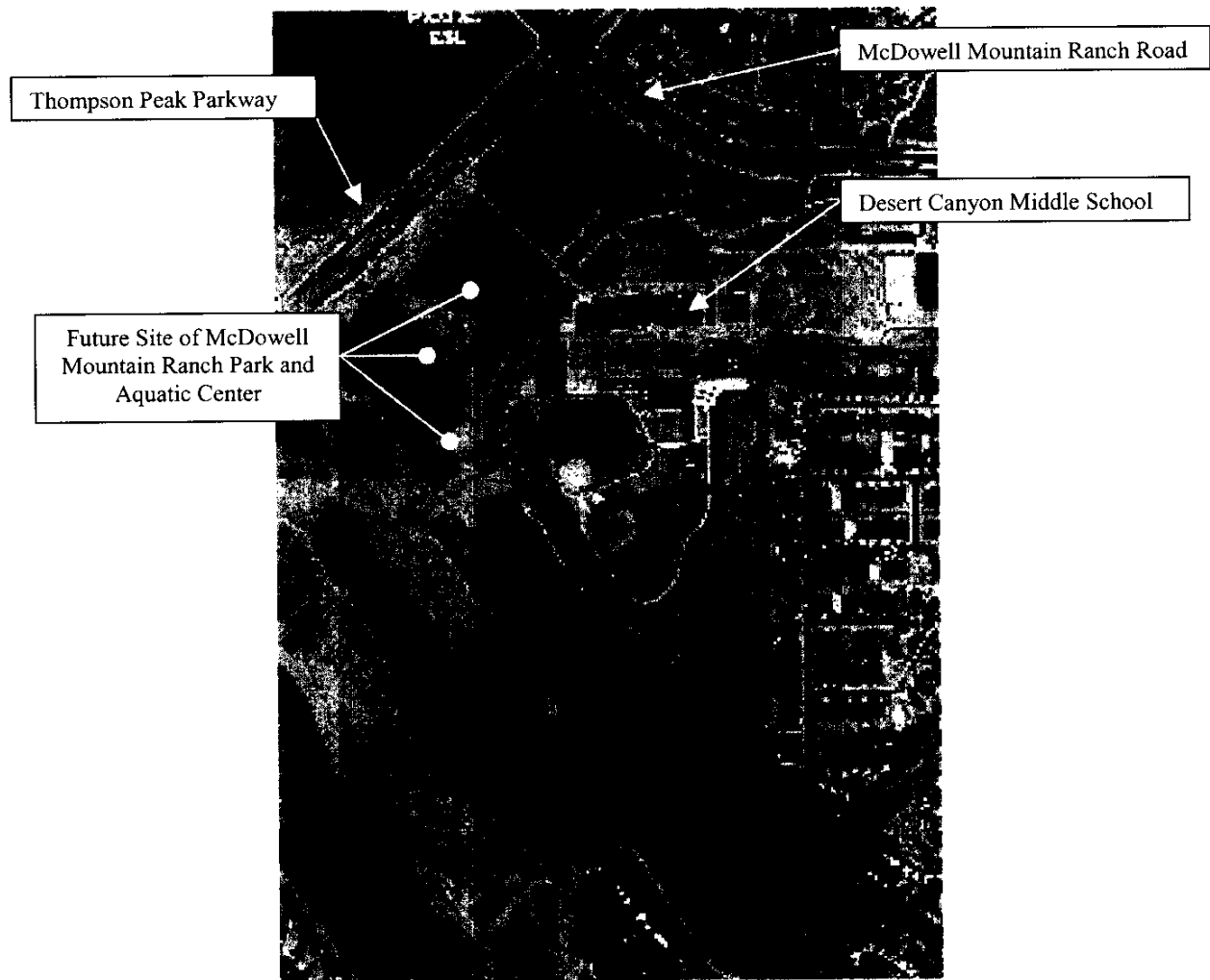


Roger Klingler
Assistant City Manager
rklingler@scottsdaleAZ.gov, (480) 312-5830

5/19/03
Date

ATTACHMENTS

1. Location Map
2. Architectural Services Contract Amendment #2001-114-COS A



Attachment 1. Location Map:
McDowell Mountain Ranch Park and Aquatic Center

**CITY OF SCOTTSDALE
MODIFICATION TO ARCHITECTURAL/ENGINEERING/ PROFESSIONAL SERVICES**

THIS CONTRACT MODIFICATION, made and entered into this 2nd day of June, 2003, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and WeddleGilmore Architects, hereinafter referred to as "Contractor", amending the Contract dated August 20, 2001, between City and Contractor.

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute Contracts and Contract Modifications.

WHEREAS, the CITY desires to contract for architectural services to prepare the final construction documents for the McDowell Mountain Ranch Park and Aquatic Center; AND

WHEREAS, the City and the Contractor mutually agree to modify the Contract;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 MODIFICATIONS:

- 1.1 Section 1.0, SCOPE OF SERVICES, is hereby added to the original Contract to read as follows: The City wishes to assign Architect the tasks specified in the attached Exhibit B, Modified Project Scope of Work, which is hereby incorporated by reference and made part of this Contract.
- 1.2 Section 2.1, FEE SCHEDULE, is hereby added to the original Contract to read as follows: The amount paid to Architect under this Contract Modification shall not exceed \$710,319.00
- 1.3 Section 3.2, TERM OF CONTRACT, is hereby added to the original Contract to read as follows: Term of the Contract is extended for an additional 360 days from the effective date of this contract modification (June 2, 2003).

2.0 OTHER CONTRACT PROVISIONS:

All provisions of the original Contract not modified in Section 1.0, above, shall remain in full force and effect as stated therein.

5-Jun-00

IN WITNESS WHEREOF, THE CITY OF SCOTTSDALE by its Mayor and City Clerk have hereunto subscribed their name this 2nd day of June, 2003.


CITY OF SCOTTSDALE

ATTEST:

By: _____
Mary Manross, Mayor

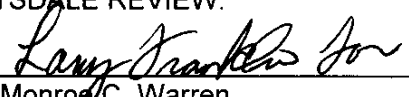
CONTRACTOR:
By: Weddle Gilmore Architects

By: _____
Sonia Robertson, City Clerk


By: Philip A. Weddle, Principal Architect


CITY CONTRACT ADMINISTRATOR

CITY OF SCOTTSDALE REVIEW:


Monroe C. Warren
Purchasing Director

By: Brad Wisler, PE, PMP, CFM; Project Manager


Myron Kuklok
Risk Management Director

APPROVED AS TO FORM:



David A. Pennartz
City Attorney

EXHIBIT B - Scope of Work

**McDOWELL MOUNTAIN RANCH PARK / AQUATIC CENTER
CITY OF SCOTTSDALE**

SCOPE OF WORK

TASK 1.0 SCHEMATIC DESIGN

- 1.1 Review / Public Meetings
 - Coordination Meeting with COS and Design Team as required.
 - Workshop / Meeting for input on aquatic amenities.
 - Aquatic Consultant to travel for a maximum of (2) design coordination meetings.
- 1.2 Land Survey
 - Develop topographic survey and legal descriptions of areas required for development of loop road under TPP as well as skate park area that both fall within the BOR area. Develop legal description for loop road at State Land on NW side of TPP.
- 1.3 Conceptual Design
 - Develop detailed Conceptual Design based on the approved Master Plan including: architectural elements, aquatic amenities, skate park amenities and landscape plan.
 - Meet with COS Staff for input
 - Public workshop for Aquatic amenities design.
 - Public/Skater Meeting work session to review conceptual designs and develop consensus on approved scheme/amenities. Develop website for user interface for public input on skate park design. Website to be viewable during the duration of the project.
 - Design Coordination for Public Art component.
 - Revise estimate of construction cost based on revised conceptual design.
- 1.4 Schematic Design
 - Prepare final Schematic Design based on COS input on Conceptual Design. Schematic Design submittal to include the following: Site Plan, Floor Plan, Elevations, Sections, Aquatic Site Elements, Aquatic Amenities, Landscape Plan, Native Plant Survey, Preliminary Grading & Drainage Plan, Preliminary Drainage Report and Off-Site Transportation improvements.
 - Preparation of DRB Submittal: DRB submittal to include documents as required on DRB Application List for Case No. 496-PA-02#2 (11/18/02).
 - Present Schematic design to Parks, Recreation Commission for input.
 - Attend DRB Public Hearing.
 - Aquatic schematic design workshop.
 - Skate Park schematic design workshop.
 - Design Coordination for Public Art component.

Deliverables for Task 1.0

- Revised Project Schedule
- Conceptual Designs
- Schematic Design Documents (30% Submittal)
- DRB Pre-Application Submittal
- Revised Estimate of Construction Cost

TASK 2.0 DESIGN DEVELOPMENT PHASE

- 2.1 Design Development Documents
 - Team Coordination Meeting to review Schematic Design Comments.
 - Develop Design Development documents including Architectural, Aquatic Elements, Skate Park, Civil Engineering (including off-site improvements as indicated on the approved Master Plan), Landscape Architecture, Structural

EXHIBIT B - Scope of Work

**McDOWELL MOUNTAIN RANCH PARK / AQUATIC CENTER
CITY OF SCOTTSDALE**

- Engineering, MP&E Engineering and draft Specifications. Off site improvements shall include the following: two way loop road under TPP, new site entry from TPP, additional right turn bay at northbound TPP to MMRR, extension of two left turn bays at westbound MMRR to TPP.
- Design Coordination for Public Art component.
- Prepare revised Estimate of Construction Cost.

2.2 Coordination Meetings

- Team Coordination Meetings as required.
- Provide Design Development Documents to City Staff for review.
- Aquatic Consultant to travel for a maximum of (1) design coordination meetings.

Deliverables for Task 2.0

- Revise Master Plan Project Schedule.
- Prepare Design Development Documents as listed above. (60% Submittal)
- Revise Estimate of Construction Cost.

TASK 3.0 CONSTRUCTION DOCUMENTS PHASE

3.1 Construction Documents

- Prepare 90% Construction Documents including Architectural, Aquatic Elements, Skate Park, Civil Engineering, Landscape Architecture, Structural Engineering, MP&E Engineering and Specifications.
- Construction Documents shall include coordination with DSPM standards as well as other COS standards as listed in the contract.
- Construction Documents shall include design of required off-site improvements including street improvements as indicated on the approved Master Plan. Off site improvements shall include the following: two way loop road under TPP, new site entry from TPP, additional right turn bay at northbound TPP to MMRR, extension of two left turn bays at westbound MMRR to TPP.
- Design Coordination for Public Art component.
- Prepare revised Estimate of Construction Cost.
- Based on COS Staff comments on 90%, prepare final 100% Construction Documents.

3.2 Coordination Meetings

- Team Coordination Meetings as required.
- Provide 90% and 100% Construction Documents to COS Staff for review and comment.
- Aquatic Consultant to travel for a maximum of (1) design coordination meeting.

3.3 Permit Submittal

- Coordinate the building permit process and assist in filing appropriate documents with agencies having jurisdiction. Required permits assumed to include City of Scottsdale and Maricopa County Health Department.
- Incorporate corrections received from the reviewing entities

Deliverables for Task 3.0

- Provide 90% and 100% Construction Documents as listed above.
- Provide Detailed Construction Cost Estimate

TASK 4.0 BIDDING / NEGOTIATION PHASE

4.1 Bidding Phase

- Attend Pre-Bid Conference as scheduled by COS.
 - Respond to Bid clarification requests and develop Addenda as necessary.
 - Review and make recommendations on substitution requests during the bidding phase.
 - Review and make recommendations on Contractor Bid Proposals.
-

EXHIBIT B - Scope of Work

**McDOWELL MOUNTAIN RANCH PARK / AQUATIC CENTER
CITY OF SCOTTSDALE**

TASK 5.0 CONSTRUCTION ADMINISTRATION PHASE

- 5.1 Construction Administration Phase
- Review all required submittals including shop drawings, samples and product literature.
 - Make recommendations on RFI's as required.
 - Provide clarifications on Construction Documents and develop supplemental drawings as required.
 - Assist in the development of a punch list at the Substantial Completion phase.
 - Field visits will include the following: Architect (bi-weekly), Aquatic Design Consultant (6 trips for construction / start-up), Skate Park Design Consultant (11 trips), Landscape Architect (10 trips), Mechanical Engineer (3 trips), Electrical Engineer (3 trips), Structural Engineer (3 trips).
 - Optional Allowance: Develop documents for procurement and installation of Furniture, Fixtures & Equipment (FF&E).
- 5.2 Project Start-Up
- Aquatic consultant to review and edit aquatic area operating instructions as provided by the Contractor.
 - Continued consultation during the start-up process by aquatic consultant.
 - Follow-up on aquatic operations during the first year by aquatic consultant.
 - Review project close out documents including O & M manuals and as-builts as submitted by the Contractor as required in the Project Manual.

Deliverables for Task 5.0

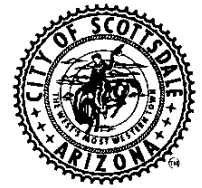
- Submittal reviews, supplemental drawings, RFI recommendations and clarifications.
- Reviewed close out documents including aquatic equipment operating instructions as prepared by the Contractor.
- Field reports documenting start-up discussions and issues on aquatic elements.

SCOPE OF WORK EXCLUSIONS

- BOR required EA or NEPA studies related to the development of the skate park and the loop road.
- Excludes design and engineering for Future Library Parking and New Site Entry/Exit at 101st Street and MMRR.
- Excludes miscellaneous parking improvements on the eastern side of the campus that has been defined in the IGA Phase II.
- ALTA Survey of project site.

END OF SCOPE OF WORK

CITY COUNCIL REPORT



MEETING DATE: 06/02/2003 ITEM No. 7 GOAL: Transportation

SUBJECT

Intergovernmental Agreement with Arizona Department of Transportation (ADOT) to advance a total \$3.9 million to make rubberized asphalt installation possible on the Pima Freeway ahead of schedule

REQUEST

Consider adoption of Resolution No. 6290 and approve Intergovernmental Agreement (IGA) 2003-096-COS to advance to ADOT a total \$3.9 million to obtain early installation of rubberized asphalt to mitigate freeway noise. Advances of up to 1 year in installation for the four segments scheduled have been agreed upon. The attachment shows the freeway segments at issue.

The \$3.9 million will not be advanced all at once. The City will advance funds as project segments are ready to be built. ADOT will repay the City advance in the fiscal year that the construction originally was scheduled, when funds legally become available to ADOT. Current estimate is that each mile of rubberized asphalt construction will cost \$325,000.

BACKGROUND

While many benefits have been derived from the opening of the Pima Freeway, traffic noise has had a negative impact on the quality of life for City residents living closest to it. To fulfill its obligations to protect the community's quality of life, City staff has been working to measure freeway noise impact, facilitate various mitigation strategies, and leverage ADOT mitigation capability.

Last Fall, the Federal Highway Administration altered its policy regarding the use of rubberized asphalt as an approved noise mitigation strategy, and so did ADOT. Now, rubberized asphalt is an approved noise mitigation strategy. ADOT has developed and identified funds for repaving the Pima Freeway with rubberized asphalt. The schedule of the rubberized asphalt project on the freeway extends over five years. In order to provide the earliest possible relief for City residents, staff has negotiated an agreement for ADOT to install Scottsdale segments early, because the City can advance the needed funds.

**ANALYSIS &
ASSESSMENT**

The capacity of the City to advance funds for ADOT installation of rubberized asphalt on the Pima Freeway offers an opportunity to protect and enhance the community's quality of life, with limited risk to the City. Funds will be deposited into an account at the Arizona State Treasurer's Office. Funds will be advanced only to the extent they are needed near-term to pay for construction.

Community involvement.

Extensive community outreach and involvement in assessing freeway noise impact has taken place. A Freeway Noise Advisory Committee, comprised of citizens interested in mitigating freeway noise in Scottsdale neighborhoods, has been meeting with city staff on a regular basis. Rubberized asphalt is a preferred mitigation strategy among participating citizens.

RESOURCE IMPACTS

The IGA identifies an estimate for City funds of \$325,000 per mile of rubberized asphalt. ADOT will provide written justification for any costs in excess of 10% the \$325,000 estimate.

Available funding.

Funds are available to advance from the .2% privilege tax revenue. The proposed capital budget for fiscal years 04 through 08 sets out the budget of \$3.9 million. As projects are ready to be started, the City will deposit the estimated project cost with the State Fiscal Services Management Division. The net actual cash outlay will be zero at the project's conclusion. Financial Services staff have reviewed and approved the agreement's structure.

Staffing, workload impact. No additional staff will be required to monitor progress and ensure compliance with IGA terms.

**OPTIONS & STAFF
RECOMMENDATION**

Recommended Approach: City staff recommends approval of the IGA with ADOT to advance funds to install rubberized asphalt early on the Pima Freeway.

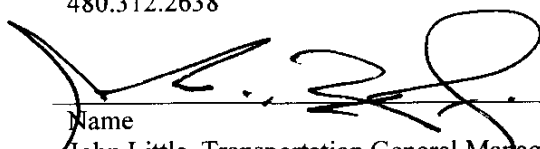
RESPONSIBLE DEPT(S)

Transportation Department


STAFF CONTACTS

Michelle Korf, Director, Transportation Planning, mkorf@scottsdaleaz.gov, 480.312.2638

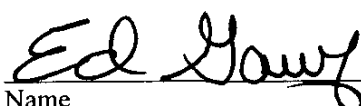
APPROVED BY


Name
John Little, Transportation General Manager, jlittle@scottsdaleaz.gov, 480.312.2539

5/21/03
Date


Name
Craig Clifford, Chief Financial Officer, cclifford@scottsdaleaz.gov, 480.312.2364

5/21/03
Date


Name
Ed Gawf, Deputy City Manager, egawf@scottsdaleaz.gov, 480.312.4510

5/21/03
Date

ATTACHMENTS

1. Resolution No. 6290
2. IGA No. 2003-096-COS between the City of Scottsdale and the Arizona Department of Transportation
3. Map of Pima Freeway segments to be paved with rubberized asphalt

RESOLUTION NO. 6290

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE PURPOSE OF ADVANCING FUNDS FOR THE ACCELERATION OF RUBBERIZED ASPHALT ALONG THE PIMA FREEWAY

WHEREAS, the Arizona Revised Statutes 11-951, et seq., provide that public agencies may enter into intergovernmental agreements for joint operation or cooperative action; and

WHEREAS, Section 3-1 of Article I of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

WHEREAS, the State has programmed in federal FY02/03, FY03/04, FY04/05 of the Five Year Construction Program, the construction of rubberized asphalt along the Pima Freeway (101L) from Scottsdale Road to McKellips Road; and

WHEREAS, the City of Scottsdale desires to accelerate segments of this construction as defined herein; and

WHEREAS, the City of Scottsdale desires to enter into an agreement with ADOT for the purpose of advancing to ADOT \$3,900,000 in order to accelerate the schedule for applying rubberized asphalt along the Pima Freeway; and,

WHEREAS, the State agrees to repay the funds advanced by the City of Scottsdale based upon the mutually agreed upon repayment schedule.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

Section 1. Mayor Mary Manross is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Intergovernmental Agreement Number 2003-096-COS, with the State, which advances funds to ADOT and accelerates the schedule for rubberized asphalt along the Pima Freeway Loop 101.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 2nd day of June 2003.

Mary Manross, Mayor

ATTEST:

Sonia Robertson
City Clerk

City Clerk

APPROVED AS TO FORM:

David Pennartz
City Attorney



City Attorney

A.G. Contract No.: KR03-0561TRN
ADOT ECS FILE No.: JPA 03-030
COS File No.: #2003-096-COS
Project: Advance Overlay Projects
Section: Scottsdale Road Raintree Drive
90th Street - McDonald Drive
McDonald Drive – McKellips Road
TRACS No.H6371 01C / 02C / 03C
5 Year Tentative Program Item #s
2004 - 21604
2005 - 19305
2006 - 17406

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SCOTTSDALE

THIS AGREEMENT is entered into June 2, 2003 pursuant to Arizona Revised Statutes Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SCOTTSDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. DEFINITIONS

"Accelerated Construction Schedule" means the Advance Plan of Construction of the multiple phases of existing Pima Freeway to be constructed with Asphalt Rubberized Friction Course (ARFC) surfacing, hereinafter referred to as rubberized asphalt, outlined on Exhibit "A" and Exhibit "B", attached here to and made a part hereof.

"City Loan" means those funds to be advanced by the City to the State for the sole purpose of accelerating construction of rubberized asphalt along portions of the Pima Freeway.

"City's Deposit" means the monies estimated to be deposited by the City with the State Treasurer by wire transfer for the benefit of the Department's Contract Accounting office, to fund actual costs of the Accelerated Construction Schedule, referenced herein. Estimates are based on \$325,000.00 per mile of construction.

"Department" means the Arizona Department of Transportation.

"Project" or "Projects" means those segments of the existing Pima Freeway outlined on Exhibit A and B, to be designed and constructed in Phases to applicable State standards and specifications, with rubberized asphalt.

"Project Phase" or "Phased Project", means those phases outlined on Exhibit A, identifying the elements of each Project to be designed and constructed.

"State Transportation Board" means the State Transportation Board of the Arizona Department of Transportation.

"State Treasurer" means the Treasurer of the State of Arizona.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 9-240 and City Charter Section 3-1 of Article I to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has programmed funding in the Fiscal Years (FYs) 2004, 2005 and 2006 of the 2004-2008 Tentative Five Year Construction Program, for construction of the Projects beginning in Fall 2003 and completing in Spring 2006, outlined on Exhibit A.

4. The City desires to accelerate the construction of the Projects referenced above, to be completed in accordance with the Accelerated Project Schedules, outlined on Exhibit A.

5. In order to accelerate and complete construction of the Projects outlined on Exhibit A, the City has agreed to provide, or cause to be provided from sources lawfully available by the City, all necessary funds to advance the construction and pay construction costs of the Projects, in accordance with the Accelerated Project Schedules, outlined on Exhibit A.

6. Unless paid from other lawfully available funds, the State will repay, from State Program Funds, the principal amount of the City Loan on or before November 1, in the State fiscal year that each Project's Phase has been programmed, as outlined on Exhibit A and identified in the 2004-2008 Tentative Five Year Construction Program.

7. The parties hereto agree and acknowledge to the following conditions: 1) The amounts referenced in this agreement are subject to change; 2) The estimated amounts can change substantially; and, 3) Both parties will perform their responsibilities consistent with the agreement.

III. SCOPE OF WORK

1. The State will:

a. Provide to State standards, design plans, specifications and such other documents and services necessary for construction bidding and construction of the Projects. Administer all aspects of the design of the Projects to accommodate the Advanced Construction Schedule.

b. Upon execution of this agreement, invoice the City in the estimated amount shown on Exhibit A. Each of the City's Deposits shall be made prior to Bid Opening of each Project Phase by the State's Contract and Specifications office.

c. After Bid Opening of each Project Phase, and prior to the State's recommendation for approval of award by the State's Transportation Board, notify the City of the bid amount to be recommended and request concurrence within five (5) business days of receipt of notification. If the difference between the bid amount is greater than 10% of the estimates shown on Exhibit A and deposited by the City, the State will provide written justification to the City, and stipulate the required amount to be added to the City's Deposit. If the City does not notify the State of disapproval within the stated time frame, the State may proceed to recommend award of the bid.

d. If the City disapproves the bid amount to be recommended for approval and award, the State will make the determination to proceed with the Projects without the City's participation on an individual Project Phase basis. If the City disapproves of the bid amount and does not desire to proceed with the Project Phases, the State will return all funds from the City's Deposit, less the Project costs incurred by the State, up to the time of receipt of the City's notification to cancel the Project Phases. If both parties disapprove of the bid amount, each party agree to share in the Project costs incurred by the State, up to the cancellation of the Project Phases.

e. Upon receipt of the City's concurrence, and if applicable, receipt of any additional funds required, recommend by resolution, approval and award the contract by the State's Transportation Board. Administer the construction of same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

f. Expend the funds provided from the City's Deposit, or other lawful funds, for the sole purpose of paying contractor payments associated with the cost for advance construction of each Phase of the Projects, on a schedule as near as possible to the Accelerated Construction Schedule, outlined on Exhibit A.

g. Repay the City the actual principal amount advanced to the State through the City Loan, on or before November 1, with funds lawfully available in the applicable State programmed fiscal years for the Project Phases, shown on Exhibit A.

h. Within 60 days after the completion of construction of each Project, provide to the City a report of actual construction costs for each Project that identifies the total construction costs detailed by month with separate identification of amounts paid to contractor(s) versus other Project costs.

2. The City will:

a. Be responsible for all costs associated with the advancement of the Projects identified herein, and agree that all applicable funds shall be deposited with the State Treasurer's Office prior to Bid Award by the State's Transportation Board of the Projects. Said funds for Project Phases 1, 2 and 3 is an estimated total of \$3,900,000.00. Estimates are based on \$325,000.00 per mile of construction.

b. Upon execution of this agreement and receipt of an each invoice from the State, deposit with the State Treasurer's Office, the estimated amount for each Project Phase, shown on Exhibit A, prior to Bid Opening of each Project Phase by the State's Contract and Specifications office.

c. Upon notification from the State and the City's concurrence of the bid amount, deposit any additional estimated funds required, if applicable, prior to contract award of each Project Phase construction contract, should the contract award amount be greater than the City's deposit referenced in II.2.b herein, from any lawfully available source, to the State solely for the purpose to pay the contractor payments and all necessary costs associated with the advance construction of each Phase of the

Projects, on a schedule as near as possible to the Accelerated Construction Schedule outlined on Exhibit A. Be responsible for any contractor claims for extra compensation attributable to the City.

d. Authorize the State Treasurer's Office to accept withdraw requests from a designated representative of the State.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until completion of the design, construction of the Projects and repayment by the State of the actual principle amount of the City Loan.

2. In the event this Agreement is terminated by the City, all Project costs incurred by the State, in connection with the design or bidding process for the construction contracts, shall be borne by the City. The State shall share in the Project costs incurred, should both parties agree to cancel the Project due to excessive Project costs.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract. The City shall have like rights regarding State and contractor records pertaining to this Agreement and the Projects.

6. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement. (Non-Availability of Funds. Every payment obligation of ADOT under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by ADOT at the end of the period for which the funds are available. No liability shall accrue to ADOT in the event this provision is exercised, and ADOT shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.)

7. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination. The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

8. In the event of any controversy which may arise out of this Agreement, the parties shall agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Agreement Correspondence:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Scottsdale
City Manager
7447 E. Indian School Road #205
Scottsdale, AZ 85251

For Technical Reference Contact:

Arizona Department of Transportation
Roadway Design Group
Attn: Richard DeBoer, Project Manager
206 S. 17th Avenue, Mail Drop 615E
Phoenix, AZ 85007

City of Scottsdale
Transportation General Manager
Attn: John Little
7447 E. Indian School Road #205
Scottsdale, AZ 85251

For Financial Reference Contact:

Arizona Department of Transportation
Fiscal Services Management Division
Attn: Contract Accounting Manager
205 S. 17th Avenue, Mail Drop 204B
Phoenix, AZ 85007

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel pursuant to Arizona Revised Statutes Section 11-952.D that the parties are authorized under the laws of the State of Arizona to enter into this Agreement and that the Agreement is in proper form.

11. This Agreement may only be amended with the written consent of the parties hereto.

N WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF SCOTTSDALE,

STATE OF ARIZONA

Department of Transportation

By _____
MARY MANROSS
Mayor

By _____
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

FISCAL MANAGEMENT SERVICES

By _____
SONIA ROBERTSON
City Clerk

By _____
Budget Manager

APPROVAL OF THE CITY OF SCOTTSDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, among the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SCOTTSDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 21 day of May, 2003.

David A. Pennare


City Attorney

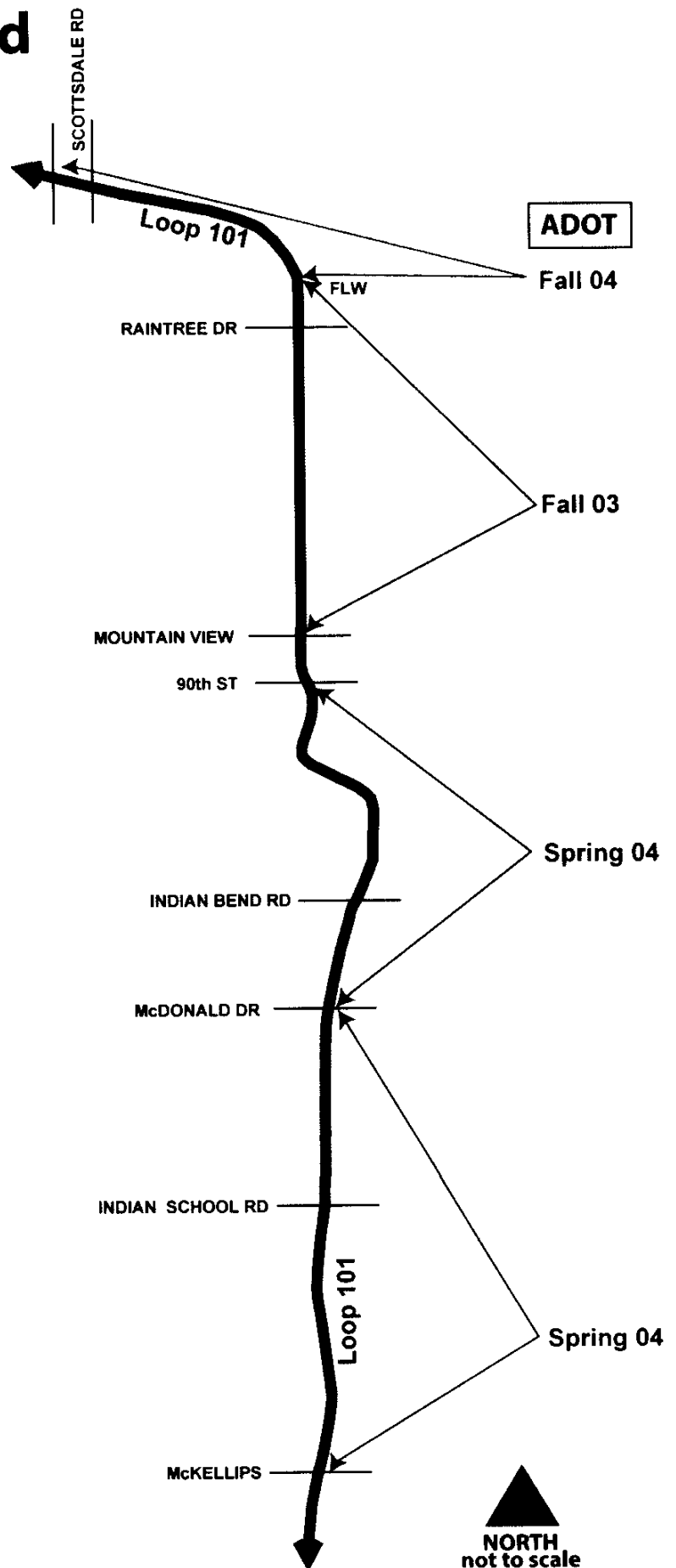
RUBBERIZED ASPHALT SURFACING ADVANCED PLAN

Route	Section	Miles	Est. Cost	Approx. Project Start Date	State Fiscal Year*	TRACS No.
QUIET PAVEMENT (PHASE 1)						
Pima 101	Frank Lloyd Wright - Raintree Dr	0.625	\$0.2	September 03	2006	H637101C
	Subtotal:		\$0.2			
QUIET PAVEMENT (PHASE 2)						
Pima 101	McDonald Dr. - McKellips Rd.	5	\$1.6	March 04	2005	H637102C
Pima 101	90th St. - McDonald Dr.	3	\$1.0	March 04	2006	H637102C
	Subtotal:		\$2.6			
QUIET PAVEMENT (PHASE 3)						
Pima 101	Scottsdale Rd - Frank Lloyd Wright	3.3	\$1.1	September 04	2006	H637103C
	Subtotal:		\$1.1			
	Total:	11.925	\$3.9			

* Represents the state fiscal year in which the city is to be reimbursed the advanced funding

Exhibit B LOOP 101 Rubberized Asphalt Surfacing


Represents those segments
of the Pima Freeway covered
under this agreement.





CITY COUNCIL REPORT

MEETING DATE: ~~06/03/2003~~ 06/02/2003 ITEM No. 8 GOAL: Neighborhoods

SUBJECT

Animal Cruelty Code

REQUEST

1. Enact Ordinance No. 3497 Adding an Animal Cruelty Code to Chapter 4 of the Scottsdale Revised Code.
2. Adopt Resolution No. 6263 authorizing the Mayor to enter into Agreement No. 2003-029-COS, a protective animal custody agreement with the Arizona Humane Society, on behalf of the City.

Related Policies, References:

N/A

BACKGROUND

Animal abuse is a crime punishable by law in almost every state. Governments were compelled to enact such laws in response to the growing realization that incidents of animal abuse are very often not isolated ones. Animal abuse is known as an "indicator crime." That is, the law enforcement community regards it as a consistent predictor of a future pattern of escalating violence by the perpetrator. For example, people who commit violence against animals are five times more likely to commit violent crimes against humans. This was echoed in a recent survey of battered women: 71% reported that the partner harmed or threatened to harm the family pet, as a means of abusing the spouse or a child.

Another concern raised by animal abuse is the treatment of the victims. In such cases, animals are evidence. For that reason, many spend the duration of a trial in a cage. This prolongs suffering and impedes recovery.

For that reason, organizations like the Arizona Humane Society have developed a protocol to work with municipalities and courts to address these issues.

The City alone has limited current resources to deal with animals that are victims. Because it lacks systems to care for the animals and prosecute offenders, it is sometimes difficult to effectively protect the animals in our community. The Arizona Humane Society, however, approached the City with a potential solution to this problem.

At no cost to the City, the Arizona Humane Society will provide the following expertise and services:

1. Expert veterinary testimony, available for court in animal cruelty cases.
2. Response and rescue, by Humane Society staff at reported scenes of animal cruelty.
3. Transportation to Humane Society health care facilities for animals that

Action Taken _____

- have been subjected to cruelty under the ordinance.
4. All medical treatment necessary to return animal to good health.
 5. Adoption services for animals that are abused should the owner relinquish rights to the animal either voluntarily, or through court action as specified in the code.

In support of these services, the Humane Society asked the City to adopt some new code provisions, which will greatly expand the City's ability to address animal cruelty. The City had animal control laws and a prohibition against locking an animal in a closed automobile, but at present the Code lacks key elements that would enable the Humane Society protocol to work.

Analysis and Assessment Section

A team including Emergency Services, City Court, Police Department, Community Neighborhood Resources and staff from the Prosecution and Civil divisions of the City Attorney's Office worked on this project. With input from The Arizona Humane Society and Maricopa County Animal Care and Control, the staff team reached a proposed agreement with the Humane Society, and constructed the necessary Code.

It has two key elements. First, the new ordinance would require defendants to post a bond before hearing, in order to avoid forfeiting the animal. The court could order that the bond go toward the cost of care for the animal (an expense the accused would at least in theory incur anyway). Second, the court would have the power to order the forfeiture of the animal upon a hearing, if it determines that doing so is necessary for humane reasons. This frees the animal for care, adoption, or humanitarian destruction if need be.

As part of that process, other jurisdiction's codes were analyzed. These were largely unsatisfactory, but some provisions were included. Others were discarded because they were overreaching. In the end, most were rewritten for Scottsdale.

Because any code of this nature has potential to implicate a defendant's Constitutional rights (by invoking issues like search and seizure, forfeiture, and procedural due process), careful analysis was called for. The end product survived 14th, 8, 5th, 4th and 1st Amendment scrutiny, yet provides the City with a powerful enforcement tool that is compatible with Arizona Revised Statutes.

Significant issues to be addressed.

This code will allow the City to more effectively deal with problems related to animal cruelty. It will ensure more consistent prosecution of offenders. The protective custody agreement will give the City a relationship with the Arizona Humane Society that will help it provide the best possible care for victim animals.

Community involvement.

This code and agreement will give the City a means to reduce and remedy animal cruelty incidents, which are a public nuisance and impair the quality of life in the community.

(Continued)

RESOURCE IMPACTS

Available funding.

There is no cost to the City of Scottsdale for these services. Should the court order restitution for animal medical services, the Arizona Humane Society will collect those monies. The Arizona Humane Society will also keep any adoption fees if the animals are placed in a new home.

Staffing, workload impact.

This action creates some new crimes, and therefore represents an increase in the workload for Prosecution and the Courts. However, the Humane Society's involvement will offset this somewhat, by alleviating some evidentiary difficulty for the courts. It will do that by providing judges with expert witnesses to explain effects of abuse on the animal. This will greatly aid Prosecutors presenting their cases, by eliminating the difficulty of presenting the facts, in a case with a victim that cannot speak to explain.

This action may alleviate some police officer duties on the scene at an animal-involved incident.

Community Services staff has agreed to administer this program, which mean a transfer of responsibility from Emergency Services to Community Services.

Maintenance requirements. N/A

Future budget implications. N/A

Cost recovery options. N/A

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Adoption of new Animal Cruelty Ordinance and Agreement with the Arizona Humane Society to provide investigative expertise and animal medical services.

Description of Option B: Adoption of New animal Cruelty Ordinance only. This will not provide for animal medical services or investigative expertise.

Description of Option C: Do not approve new Ordinance

Recommended Approach: Option A provides new and enhanced services to our community without any cost to our citizens. It also provides no cost animal medical services for abused animals.

Proposed Next Steps: Services will become available upon execution of Code and Agreement.

RESPONSIBLE DEPT(S)

Citizen & Neighborhood Resources
Police Department
City Court
City Prosecutors Office

STAFF CONTACTS

Marc Eisen, Emergency Services
Janet Cornell, City Court
Molly Edwards, CNR
Janis Villalpando, City Attorney's Office
Valerie Thomsen, City Prosecutor's Office

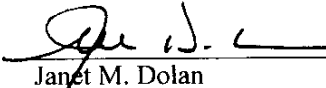
(Continued)

APPROVED BY

 FOR
Alan G. Rodbell
Chief of Police

5-12-03

Date


Janet M. Dolan
City Manager

5-12-03

Date

ATTACHMENTS

1. Agreement No. 2003-029-COS
2. Resolution No. 6263
3. Ordinance No. 3497

(Continued)

ORDINANCE NO. 3497

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE SCOTTSDALE REVISED CODE BY ADDING CHAPTER 4, ARTICLE I, ADOPTING PENALTIES FOR ANIMAL CRUELTY VIOLATIONS AND ESTABLISHING ITS EFFECTIVE DATE.

WHEREAS, the City wishes to ensure the proper care and keeping of animals within its corporate boundaries, to protect the health, safety and welfare of the public and animals; and

WHEREAS, a proven means of reaching that goal is to prevent cruelty to animals by enacting laws that deter such conduct, and remedy the harm done by such conduct; and

WHEREAS, one benefit of enacting animal cruelty laws is that doing so enables the City to establish a means for animal rescue and care.

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Chapter 4 of the Scottsdale Revised Code, Animals, is amended by adding:

Division I Purpose and Definitions

Section 4-1 Purpose
Section 4-2 Definitions

Division II Offenses and Defenses

Section 4-3 Animal Neglect
Section 4-4 Animal Cruelty
Section 4-5 Sexual Assault of an Animal
Section 4-6 Participation in Animal Fighting
Section 4-7 Interference with a Service Animal
Section 4-8 Production or Sale of Artificially Colored Chicks, Ducklings or Rabbits
Section 4-9 Defenses
Section 4-10 No Defense
Section 4-11 Impoundment; Authority to Enter Property and Rescue Animal Prior to Hearing
Section 4-12 Termination of Possessory Rights

Division III Pre-Conviction Procedure

Section 4-13 Bond

Division IV Post-Conviction

Section 4-14 Sentencing
Section 4-15 Reserved

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 3. The effective date of this ordinance, as it relates to the amendments to Scottsdale Revised Code is July 5th, 2003.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ^{2nd} day of June, 2003.

ATTEST:

CITY OF SCOTTSDALE, an Arizona
municipal corporation

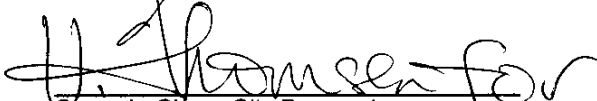
Sonia Robertson, City Clerk

Mary Manross, Mayor

APPROVED AS TO FORM:



David A. Pennartz, City Attorney



Sharon L. Close, City Prosecutor

[All changes are shown in strikethrough and bold capital letters.]

Amendments to Chapter 4, Article I, Animals

Division I	Purpose and Definitions	Section 4-1 to 4-2
Division II	Offenses and Defenses	Section 4-3 to 4-10
Division III	Pre-conviction Procedure	Section 4-12 to 4-13
Division IV	Post-conviction (Sentencing)	Section 4-14 to 4-15 [Reserved]

CHAPTER 4. Animals.

ARTICLE I. ~~IN GENERAL ANIMAL CRUELTY~~

Division I. Purpose and Definitions

Sec. 4-1. Leaving Animals In Motor Homes. Purpose.

(a) ~~In this section, unless the context otherwise requires:~~

(1) ~~Animal means all species of mammals, except humans, and all species of birds.~~

(2) ~~Animal shelter means any establishment maintained by the county board of supervisors or the city for the confinement and maintenance of dogs and other animals that come into the custody of the county or city together with any establishment maintained by a nonprofit organization for the relief of suffering of dogs and other animals provided that such establishment maintains facilities under the supervision of a licensed veterinarian for the confinement, maintenance, safekeeping and control of dogs and other animals that come into its custody.~~

(3) ~~Humane officer means the county enforcement agent or his designated deputy.~~

(b) ~~No person having charge or custody of an animal, as owner or otherwise, shall place or confine such animal or allow such animal to be placed or confined or to remain in a motor vehicle under such conditions or for such period of time as may endanger the health or well being of such animal due to heat, lack of food or drink, or such other circumstances as may reasonably be expected to cause suffering, disability or death.~~

(c) ~~No person having dominion or control over a motor vehicle, as owner or otherwise, shall place or confine an animal or allow an animal to be placed or confined or to remain in a motor vehicle under such conditions or for such period of time as may endanger the health or well being of such animal due to heat, lack of food or drink, or such other circumstances as may reasonably be expected to cause suffering, disability or death.~~

(d) ~~This section does not prohibit the transportation of horses, cattle, sheep, poultry or other agricultural livestock in trailers or other vehicles designed and constructed for such purpose.~~

(e) ~~A peace officer who finds an animal in a motor vehicle in violation of this section may break and enter the motor vehicle if necessary to remove the animal. The officer removing the animal shall take the animal to an animal shelter or other place of safekeeping and shall in the event the person having custody cannot be otherwise contacted, leave in a prominent place in the motor vehicle a written notice bearing his name and office and the address where the animal may be claimed by the owner thereof. The animal will be surrendered to the owner if the owner claims the animal within ten (10) days from the time the animal was removed from the motor vehicle and pays all reasonable charges that have accrued for the maintenance of the animal.~~

~~If the owner fails to claim the animal within five (5) days after its removal from the vehicle, the person or animal shelter having custody of the animal will make reasonable effort to contact the owner and give notice that the animal is in their custody and may be reclaimed by the owner upon payment of the reasonable maintenance charges. In the event the owner cannot be contacted, or expresses no interest in reclaiming the animal within five (5) days after contact or efforts to contact, the person or animal shelter having custody of the animal may dispose of the animal in any reasonably humane manner.~~

~~Secs. 4-2 - 4-15. Reserved.~~

THE PURPOSE OF THE ANIMAL CRUELTY CODE IS TO ENSURE THE PROPER CARE AND KEEPING OF ANIMALS, WHICH IS SUBSTANTIALLY RELATED TO AND FURTHERS THE HEALTH, SAFETY AND WELFARE OF THE PUBLIC AND ANIMALS, AND TO PROVIDE A MECHANISM FOR PROSECUTION IN INSTANCES OF ANIMAL CRUELTY.

SEC. 4-2. DEFINITIONS.

- (a) "ANIMAL" MEANS ANY NONHUMAN MAMMAL, BIRD, REPTILE, AMPHIBIAN OR FISH.
- (b) "ANIMAL FIGHTING" MEANS OWNING, POSSESSING, KEEPING OR TRAINING ANY ANIMAL WITH THE INTENT THAT SUCH ANIMAL ENGAGE IN AN EXHIBITION OF FIGHTING WITH ANOTHER, FOR AMUSEMENT OR GAIN, CAUSING ANY ANIMAL TO FIGHT WITH ANOTHER, OR CAUSING ANY ANIMAL TO INJURE ANOTHER.
- (c) "BASIC CARE" MEANS CARE SUFFICIENT TO SUSTAIN THE HEALTH AND WELL BEING OF AN ANIMAL AND, EXCEPT FOR EMERGENCIES OR CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE OWNER OR PERSON IN CUSTODY AND CONTROL OF THE ANIMAL, INCLUDES THE FOLLOWING REQUIREMENTS.
 - 1. FOOD OF SUFFICIENT QUANTITY AND QUALITY TO ALLOW FOR NORMAL GROWTH OR MAINTENANCE OF BODY WEIGHT;
 - 2. OPEN OR ADEQUATE ACCESS TO POTABLE WATER IN SUFFICIENT QUANTITY TO SATISFY THE ANIMAL'S NEEDS. ACCESS TO A SWIMMING POOL IS NOT ADEQUATE ACCESS TO POTABLE WATER;
 - 3. ACCESS TO SHELTER OR OTHER ENCLOSED STRUCTURE SUFFICIENT TO PROTECT THE ANIMAL FROM WIND, RAIN, SNOW OR SUN AND THAT HAS ADEQUATE BEDDING TO PROTECT AGAINST COLD AND DAMPNESS;
 - 4. VETERINARY CARE DEEMED NECESSARY BY A REASONABLY PRUDENT PERSON TO RELIEVE DISTRESS FROM INJURY, NEGLECT OR DISEASE;
 - 5. ADEQUATE SPACE FOR EXERCISE NECESSARY TO THE HEALTH OF THE ANIMAL; AND
 - 6. FREEDOM FROM OVEREXPOSURE TO THE ELEMENTS, LACK OF ADEQUATE VENTILATION OR DRAINAGE, LACK OF SANITATION, UNREASONABLE RESTRAINT OR CONFINEMENT, AND PARASITES.
- (d) "COST OF CARE" FOR AN ANIMAL FOR THE PURPOSES OF SECTIONS 4-14 OF THIS ARTICLE INCLUDES, BUT IS NOT LIMITED TO, TRANSPORT, BOARDING, VETERINARY CARE, MEDICATION, AND NECROPSY/EUTHANASIA IF NECESSARY.
- (e) "DESIGNATED ANIMAL CARE FACILITY" MEANS FACILITIES UNDER CITY CONTRACT TO PROVIDE ANIMAL RESCUE, CONTROL AND CARE.
- (f) "ENFORCEMENT AGENT" MEANS AN INDIVIDUAL EMPLOYED BY OR VOLUNTEERING FOR A DESIGNATED ANIMAL CARE FACILITY, OR CITY PEACE OFFICER.
- (g) "INJURY" MEANS PHYSICAL TRAUMA, IMPAIRMENT OF CONDITION OR NEEDLESS SUFFERING.
- (h) "LIVESTOCK" MEANS NEAT ANIMALS, HORSES, SHEEP, GOATS, SWINE, MULES AND ASSES.
- (i) "NECROPSY" MEANS AUTOPSY.

- (j) **"RESCUE" MEANS THE ACT OF IMPOUNDING, TAKING OR RECEIVING INTO CUSTODY BY THE ENFORCEMENT AGENT AN ANIMAL FOR THE PURPOSE OF CONFINEMENT AND CARE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.**
- (k) **"SERVICE ANIMAL" MEANS A WORKING ANIMAL THAT HAS COMPLETED A FORMAL TRAINING PROGRAM TO ASSIST HUMANS IN LAW ENFORCEMENT OR DAILY LIVING FUNCTIONS, OR AN ANIMAL UTILIZED IN LAWFUL LABORATORY RESEARCH.**

DIVISION II. OFFENSES AND DEFENSES

SEC. 4-3. ANIMAL NEGLECT.

- (a) **A PERSON COMMITS THE CRIME OF ANIMAL NEGLECT BY ABANDONING THE ANIMAL, OR OTHERWISE FAILING TO PROVIDE BASIC CARE FOR AN ANIMAL, AS DEFINED BY THIS ARTICLE, CAUSING NEEDLESS SUFFERING OR INJURY TO THE ANIMAL. ANIMAL NEGLECT INCLUDES CONFINING AN ANIMAL IN A VEHICLE IN A MANNER THAT MAY BE DETRIMENTAL TO ITS HEALTH AND SAFETY.**
- (b) **A VIOLATION OF THIS SUBSECTION IS A CLASS ONE MISDEMEANOR.**

SEC. 4-4. ANIMAL CRUELTY.

- (a) **A PERSON COMMITS THE CRIME OF ANIMAL CRUELTY IF THE PERSON INTENTIONALLY, KNOWINGLY OR RECKLESSLY CAUSES PHYSICAL INJURY TO AN ANIMAL, INFLECTS NEEDLESS SUFFERING ON IT, OR CAUSES AN ANIMAL UNDER THE PERSON'S CUSTODY AND CONTROL TO HARM ANOTHER ANIMAL.**
- (b) **A VIOLATION OF THIS SUBSECTION IS A CLASS ONE MISDEMEANOR.**

SEC. 4-5. SEXUAL ASSAULT OF AN ANIMAL.

- (a) **A PERSON COMMITS THE CRIME OF SEXUAL ASSAULT OF AN ANIMAL BY CONTACTING, OR CAUSING AN OBJECT OR ANOTHER PERSON TO CONTACT THE MOUTH, ANUS OR SEX ORGANS OF AN ANIMAL FOR THE PURPOSE OF AROUSING OR GRATIFYING SEXUAL DESIRE.**
- (b) **A VIOLATION OF THIS SUBSECTION IS A CLASS ONE MISDEMEANOR.**

SEC. 4-6. PARTICIPATION IN ANIMAL FIGHTING.

- (a) **A PERSON COMMITS THE CRIME OF PARTICIPATION IN ANIMAL FIGHTING IF THE PERSON ATTENDS, ADVERTISES OR BETS UPON AN ANIMAL FIGHT, OR OFFERS TO SELL EQUIPMENT FOR THE TRAINING OR HANDLING OF A FIGHTING ANIMAL.**
- (b) **A VIOLATION OF THIS SUBSECTION IS A CLASS ONE MISDEMEANOR.**

SEC. 4-7. INTERFERENCE WITH A SERVICE ANIMAL.

A PERSON COMMITS THE CRIME OF INTERFERING WITH A SERVICE ANIMAL IF THE PERSON RECKLESSLY, OR INTENTIONALLY DOES ANY OF THE FOLLOWING.

- (a) **INTERFERES WITH A SERVICE ANIMAL BY TOUCHING, IMPEDING OR DISTRACTING IT;**
- (b) **INJURES OR ATTEMPTS TO INJURE AN ANIMAL THE PERSON KNOWS OR REASONABLY SHOULD KNOW IS A SERVICE ANIMAL; OR**
- (c) **RELEASES, STEALS OR OTHERWISE CAUSES INJURY OR DEATH OF ANY ANIMAL AT OR FROM**

A RESEARCH FACILITY.

- (d) A VIOLATION OF THIS SUBSECTION IS A CLASS ONE MISDEMEANOR.**

SEC. 4-8. PRODUCTION OR SALE OF ARTIFICIALLY COLORED CHICKS, DUCKLINGS OR RABBITS.

- (a) IT SHALL BE UNLAWFUL FOR A PERSON TO ARTIFICIALLY ALTER THE NATURAL COLOR OF CHICKS, DUCKLINGS, OR RABBITS, OR TRANSPORTING SUCH ANIMALS INTO THE CITY, FOR THE PURPOSE OF OFFERING THEM FOR SALE.**
- (b) A VIOLATION OF THIS SUBSECTION IS A CLASS ONE MISDEMEANOR.**

SEC. 4-9. DEFENSES.

THIS ARTICLE DOES NOT PROHIBIT OR RESTRICT THE FOLLOWING.

- (a) CONDUCTING LAWFUL ACTIVITIES GOVERNED UNDER ARIZONA REVISED STATUTES TITLE 3 (AGRICULTURE) OR TITLE 17 (GAME AND FISH);**
- (b) EXPOSING A PREDATORY ANIMAL TO POISON AFTER THE ANIMAL HAS KILLED OR WOUNDED PERSONS, LIVESTOCK, OR POULTRY. NOTICE SHALL BE POSTED ON THE AFFECTED PROPERTY DURING TREATMENT. IT SHALL PROVIDE WARNING TO PERSONS WHO ENTER THE PROPERTY BY POINTS OF NORMAL ENTRY. NOTICE SHALL BE READABLE AT A DISTANCE OF FIFTY FEET, AND CONTAIN A POISON STATEMENT AND SYMBOL, PLUS THE WORD "DANGER" OR "WARNING." THE TREATMENT SHALL BE REMOVED AFTER THE THREAT TO HEALTH AND SAFETY SUBSIDES; OR**
- (c) USING POISON OR TRAPS ON PROPERTY FOR THE PURPOSE OF RODENT CONTROL, BY A PERSON WHO OWNS, LEASES OR CONTROLS THAT PROPERTY.**

SEC. 4-10. NO DEFENSE.

THE FOLLOWING ARE NOT DEFENSES TO THIS ARTICLE.

- (a) THE ANIMAL WAS TRESPASSING ON PROPERTY;**
- (b) THE ANIMAL WAS UNLICENSED, OR OUT OF COMPLIANCE WITH LEASH LAWS; OR**
- (c) A PERSON LACKS FUNDS TO PROVIDE THE ANIMAL WITH BASIC CARE.**

DIVISION III. PRE-CONVICTION PROCEDURE

SEC. 4-11. RESCUE AND IMPOUNDMENT; AUTHORITY TO ENTER PROPERTY AND SEIZE ANIMAL PRIOR TO HEARING.

- (a) A PEACE OFFICER OR A CITY AGENT MAY ENTER PROPERTY PURSUANT TO A VALID ARREST OR SEARCH WARRANT, UNDER EXIGENT CIRCUMSTANCES OR IF AN ANIMAL IS IN PLAIN VIEW, AND THE OFFICER HAS PROBABLE CAUSE TO BELIEVE THAT AN ANIMAL WAS SUBJECTED TO OR INSTRUMENTAL IN A VIOLATION OF THIS ARTICLE.**
- (b) THE OFFICER SHALL POST A NOTICE IN A PROMINENT PLACE ON THE PREMISES, BEARING CLEAR INSTRUCTIONS ABOUT HOW TO CLAIM THE ANIMAL, AND THE POTENTIAL FOR THE TERMINATION OF POSSESSORY RIGHTS UNDER SECTION 4-12 AND 4-14 FOR FAILING TO DO SO WITHIN THE ALOTTED TIME.**

- (c) UPON FINDING AN ANIMAL IN A MOTOR VEHICLE AND HAVING REASON TO BELIEVE THAT BVERY PROMPT ACTION IS REQUIRED TO PROTECT ITS HEALTH AND SAFETY, A PEACE OFFICER MAY FORCIBLY ENTER THE MOTOR VEHICLE AS NECESSARY TO REMOVE THE ANIMAL. THE OFFICER SHALL LEAVE A NOTICE IN A PROMINENT PLACE UPON THE MOTOR VEHICLE, BEARING CLEAR INSTRUCTIONS ABOUT HOW TO CLAIM THE ANIMAL, AND THE POTENTIAL FOR THE TERMINATION OF POSSESSORY RIGHTS UNDER SECTION 4-12 AND 4-14 FOR FAILING TO DO SO WITHIN THE ALOTTED TIME.

SEC. 4-12. PRE-CONVICTION TERMINATION OF POSSESSORY RIGHTS.

- (a) **TERMINATION AUTOMATIC UPON ABANDONMENT.**

IF AN ANIMAL OWNER OR PERSON IN CUSTODY AND CONTROL FAILS TO POST A BOND AS REQUIRED BY SECTION 4-13 AND REQUEST A HEARING, THE ANIMAL IS DEEMED ABANDONED AND ALL THE POSSESSORY RIGHTS OF THE OWNER IN THE ANIMAL ARE TRANSFERRED TO THE DESIGNATED AGENCY. IF THE STATE FAILS TO FILE A MOTION TO TERMINATE POSSESSION WITHIN TEN DAYS, THE OWNER OF THE ANIMAL MAY RECLAIM IT.

- (b) **TERMINATION UPON POSSESSION HEARING.**

- (1) UPON RECEIPT OF A MOTION TO TERMINATE POSSESSORY RIGHTS FOR ANY REASON OTHER THAN ABANDONMENT, THE COURT SHALL SET A HEARING. THE HEARING SHALL BE CONDUCTED WITHIN 14 DAYS AFTER THE FILING OF THE MOTION, OR AS SOON AS PRACTICABLE.
- (2) AT THE HEARING, THE CITY SHALL HAVE THE BURDEN OF ESTABLISHING BY A PREPONDERANCE OF THE EVIDENCE THAT THE ANIMAL WAS SUBJECTED TO, OR INSTRUMENTAL IN, A VIOLATION OF THIS ARTICLE, IS A PUBLIC NUISANCE OR DANGER, OR WILL SUFFER NEEDLESSLY IF HUMANE DESTRUCTION IS DELAYED. UPON ITS FINDING, THE COURT MAY TERMINATE THE OWNER'S POSSESSORY RIGHTS IN THE ANIMAL AND TRANSFER SUCH RIGHTS TO THE DESIGNATED ANIMAL CARE AGENCY.
- (3) WHEN OWNERSHIP OF THE VICTIM ANIMAL TRANSFERS TO THE DESIGNATED AGENCY FOR FURTHER DISPOSITION IN ACCORDANCE WITH ACCEPTED PRACTICES FOR HUMANE TREATMENT OF ANIMALS, IT MAY BE PLACED BY ADOPTION OR HUMANELY DESTROYED.

SEC. 4-13. BOND.

- (a) IF AN ANIMAL IS SEIZED UNDER PROBABLE CAUSE THAT A VIOLATION OF THIS ARTICLE HAS BEEN COMMITTED, THE OWNER OR PERSON IN CUSTODY AND CONTROL OF AN ANIMAL IS LIABLE FOR THE COST OF ITS CARE.
- (b) IF AN ANIMAL IS SEIZED SOLELY FOR EVIDENTIARY PURPOSES, THE OWNER OR PERSON IN CUSTODY AND CONTROL OF AN ANIMAL IS NOT LIABLE FOR THE COST OF ITS CARE.
- (c) A PERSON WHO IS LIABLE SHALL POST A BOND IN THE FORM OF CASH OR A SURETY'S UNDERTAKING WITH THE COURT TO DEFRAY THE COST OF CARE. THE BOND SHALL BE CALCULATED ACCORDING TO THE NUMBER OF ANIMALS SEIZED. UNDER 10: \$250.00. 10 TO 20: \$500.00. 20 TO 30: \$750.00. OVER 30: \$1,000.00. THE COURT SHALL DRAW DOWN ON THE BOND AS NEEDED DURING THE ANIMAL'S CAPTIVITY TO PAY FOR THE COST OF CARE, WITHOUT REGARD TO WHETHER THE DEFENDANT IS ULTIMATELY CONVICTED OR NOT. FUNDS SO EXPENDED ARE NOT REFUNDABLE.

- (d) THE OWNER SHALL POST THE BOND WITHIN TEN DAYS OF THE DATE OF THE NOTICE OF SEIZURE.
- (e) THE COURT SHALL FORFEIT THE BOND TO PAY COSTS OF CARE. IF THE BOND EXCEEDS EXPENSES, THE COURT SHALL EXONERATE THE BOND AMOUNT AND ORDER THE SECURITY RETURNED TO THE OWNER TO THE EXTENT THE BOND EXCEEDS THE COST OF CARE.

DIVISION IV. POST-CONVICTION

SEC. 4-14. SENTENCING.

- (a) UPON CONVICTION, THE COURT SHALL IMPOSE THE FOLLOWING.

REIMBURSEMENT TO DESIGNATED CARE AGENCY. REGARDLESS OF WHETHER THE COURT ORDERS FORFEITURE, IT MAY REQUIRE THE CONVICTED DEFENDANT TO REPAY REASONABLE COSTS OF CARE FOR EACH ANIMAL SUBJECTED TO THE VIOLATION. COMPONENTS OF REPAYMENT MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: TRANSPORT, VETERINARY CARE AND MEDICATION, BOARDING AND NECROPSY AND OR EUTHANASIA.

- (b) UPON CONVICTION, THE COURT MAY IMPOSE THE FOLLOWING.

- (1) **TERMINATION OF POSSESSORY RIGHTS.**

- A. **RIGHTS IN THE ANIMAL.** THE COURT MAY REQUIRE A DEFENDANT CONVICTED TO FORFEIT ANY RIGHTS IN THE VICTIM ANIMAL, PURSUANT TO THE PROCEDURES SET FORTH IN SECTION 4-12.
- B. **RIGHTS IN OTHER PROPERTY.** THE COURT MAY TERMINATE POSSESSORY RIGHTS IN ANY PROPERTY USED BY THE DEFENDANT AS AN INSTRUMENTALITY IN THE COMMISSION OF THE OFFENSE.

- (2) **RESTITUTION TO THE OWNER.** IF A PERSON IS CONVICTED OF MISDEMEANOR ANIMAL CRUELTY AGAINST AN ANIMAL OWNED BY ANOTHER PERSON, THE COURT MAY REQUIRE THE PERSON TO MAKE RESTITUTION TO THE OWNER. COMPONENTS OF RESTITUTION MAY INCLUDE THE FOLLOWING.

- A. CARE, BOARDING, NECROPSY/EUTHANASIA EXPENSES, IF SUCH EXPENSES WERE INCURRED FROM A PROVIDER OTHER THAN THE DESIGNATED AGENCY;
- B. REASONABLE VETERINARY AFTER CARE;
- C. THE COST OF PROCURING, TRANSPORTING, AND LICENSING A COMPARABLE REPLACEMENT ANIMAL;
- D. IN THE CASE OF A SERVICE ANIMAL, THE COST OF TRAINING A COMPARABLE REPLACEMENT ANIMAL, A SUBSTITUTE DURING AN ANIMAL'S RECOVERY OR ITS REPLACEMENT'S TRAINING; AND
- E. LOST ANIMAL INCOME.

- (3) **PROHIBITION AGAINST FUTURE POSSESSION OF AN ANIMAL.** THE COURT MAY BAR A PERSON FROM POSSESSING AN ANIMAL FOR A PERIOD OF UP TO FIVE YEARS. VIOLATING SUCH AN ORDER IS A CLASS ONE MISDEMEANOR PUNISHABLE BY A FINE OF \$1,000 AND FORFEITURE OF THE ANIMAL.

SEC. 4-15. RESERVED.

Chapter 19 Offenses – Miscellaneous*

*Cross References: ~~Leaving Animals in Motor Vehicles~~, **ANIMAL CRUELTY § 4-1 ET. SEQ.**

RESOLUTION NO. 6263

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT #2003-029-COS, A PROTECTIVE CUSTODY OPERATING AGREEMENT, WITH THE ARIZONA HUMANE SOCIETY FOR ANIMAL RESCUE, CARE, AND EXPERT WITNESS SERVICES.

WHEREAS, the City wishes to ensure the proper care and keeping of animals within its corporate boundaries, to protect the health, safety and welfare of the public and animals in this community; and

WHEREAS, the Arizona Humane Society can assist the City with this goal, by providing animal rescue, transport and care in cases of alleged cruelty; and

WHEREAS, the City enacted an animal cruelty ordinance and a key component of that ordinance is the possibility of court-ordered forfeiture of animals, and the City needs a means of enforcing the forfeiture rules; and

WHEREAS, the Arizona Humane Society has agreed to provide the related services without cost to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale as follows:

The Mayor is authorized and directed, on behalf of the City, to execute Protective Custody Operating Agreement #2003-029-COS, with the Arizona Humane Society, to provide animal rescue and care as well as testimony for the prosecution of animal cruelty.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 2nd day of June 2003.

CITY OF SCOTTSDALE, an
Arizona municipal corporation,

ATTEST:

Sonia Robertson
City Clerk

Mary Manross
Mayor

APPROVED AS TO FORM:


David A. Pennartz, City Attorney

PROTECTIVE CUSTODY OPERATING AGREEMENT

This Agreement is entered into this ____ day of _____, 2003 (the "effective date") by and between the City of Scottsdale, a municipal corporation of the State of Arizona (hereafter referred to as the "City"), and the Arizona Humane Society, an Arizona nonprofit corporation (hereafter referred to as "AHS").

RECITALS

A. The City, through its Police Department and City Prosecutor, investigates and prosecutes criminal violations of City of Scottsdale Code ("S.R.C.") Chapter 4, the City's animal cruelty ordinance, and A.R.S. § 13-2910, Arizona's animal cruelty statute. In the course of those investigations and prosecutions, the City, through its Police Department, may seize and impound the animals that are the subject of the investigation. Because of the nature of the alleged cruelty offenses, the impounded animals often require immediate and continuing veterinary care and other basic services, such as the provision of food, water and clean kennel space. The City deems it necessary to hold the animals in protective custody during the criminal proceedings in the event that the animal is needed as evidence, action is required to protect the health or safety of the animal, or the defendant is acquitted and the court orders that the animal be released to the defendant.

B. The City lacks a suitable facility for holding animals in protective custody. The City does not employ any personnel who can provide appropriate veterinary care and other necessary services to impounded animals.

C. The Arizona Humane Society is a private, non-profit charitable organization devoted to preventing cruelty and suffering of animals. AHS shelters and provides appropriate veterinary care to animals in need, including animals that are the victims of cruelty. AHS has the facilities and staff, including veterinarians and specially trained emergency services personnel, who can provide the appropriate care and other necessary services to impounded animals that are being held in protective custody while criminal animal cruelty investigations and prosecutions are pending.

D. The City desires that the Arizona Humane Society provide protective custody, including emergency services, all appropriate veterinary care and other necessary services, to the animals the City seizes and impounds in the course of its animal cruelty investigations. The Arizona Humane Society is willing to volunteer to provide such protective custody and services, subject to the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants, agreements and conditions set forth below, the parties agree as follows:

TERMS AND CONDITIONS

1. Seizure and impoundment of animals in cruelty cases. At the direction of the City, through its Police Department or the City Prosecutor, AHS may, in its sole and exclusive discretion: (a) take custody of animals the City has seized and impounded for an alleged violation of S.R.C. Chapter 4 or A.R.S. § 13-2910; or (b) that the City has directed AHS to seize and impound in the course of an investigation or prosecution for an alleged violation of S.R.C. Chapter 4 or A.R.S. § 13-2910. The City shall only direct AHS to take custody of such animals when the City has lawful authority to seize and impound the animals pursuant to S.R.C. Chapter 4, including when the City has a warrant or when the City has a good faith belief that an exception to the warrant requirement exists, such as the exigent circumstance that a seizure is necessary for the health or safety of the animals. AHS shall be entitled to rely on the determination by the City that the City has lawful authority to seize and impound the animals and the direction by the City to AHS to take the animals into protective custody.

2. Protective Custody Services AHS will Provide. AHS may provide protective custody to animals the City seizes and impounds in the course of animal cruelty investigations and while the animal cruelty prosecutions are pending. The City authorizes AHS to provide any and all veterinary care, prescription drugs, or other care to the animal that AHS, in its sole and exclusive discretion, believes may be appropriate. In certain cases, appropriate veterinary care may include euthanasia for the animal(s). The City authorizes AHS to place the animal(s) in temporary foster care homes, as AHS in its sole and exclusive discretion may deem appropriate while animal cruelty prosecutions are pending. At AHS's sole and exclusive discretion, AHS may limit the number of animals for which it provides protective custody under this Agreement.

3. City Prosecutor to Confer with AHS on Plea Agreements. Before entering into any plea agreement in a case involving an animal being held in protective custody by AHS under this Agreement, the City Prosecutor shall make a reasonable effort to confer with AHS and to give AHS notice of any plea proceedings.

4. City to Use Best Efforts to Transfer Ownership of Animals to AHS after Conviction or Abandonment. When an animal that has been seized and held in protective custody by AHS is forfeited to the City upon the defendant's conviction under S.R.C. Chapter 4, or abandoned by the owner, the City shall use its best efforts to permanently transfer all its ownership interest in such animal(s) to AHS.

5. Disposition of Animals upon Permanent Transfer of Ownership to AHS. Upon the permanent transfer of ownership in an animal to AHS, AHS may put the animal up for adoption and attempt to permanently place it in a new home, or AHS may euthanize the animal. The decision whether to euthanize the animal or adopt it out will rest in the sole and exclusive discretion of AHS.

6. Release of Animals to Defendant upon Dismissal of Charges or Acquittal. If a person charged under S.R.C. Chapter 4 or A.R.S. § 13-2910 and from whom an animal has been seized and held in protective custody by AHS is acquitted or the charges are dismissed without a

conviction, the City Prosecutor shall immediately notify AHS. AHS shall release the animal(s) to the person as promptly as is reasonably possible following such notification.

7. No fees for AHS's services. Except as otherwise provided herein, AHS agrees that it shall not charge any fees, costs, or expenses to the City for the services it provides to animals held in protective custody under this Agreement. The City agrees to reimburse AHS for the costs AHS has incurred for the housing, feeding, care, and treatment of animals held in protective custody under this Agreement, but only to the extent that the City has actually collected court-ordered restitution for such costs pursuant to S.R.C. Chapter 4 or has collected other monies, however denominated, to pay the expenses incurred in caring for and treating the animal, including forfeited bonds under S.R.C. Chapter 4.

8. AHS Volunteer Status. For purposes of providing protective custody services set forth in this Agreement, AHS, including its officers, agents, foster care providers, and employees, including its veterinary staff, shall be deemed volunteers, within the meaning of A.R.S. §§ 12-981 and 12-982. Notwithstanding the foregoing, AHS, including its officers, agents, foster care providers, and employees, including its veterinary staff, shall not be covered by the provisions in S.R.C. Chapter 2, §§ 2-178 and -179, and neither the City nor its insurer(s) shall have any obligation whatsoever to defend or indemnify them.

9. Termination. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

10. Cancellation. AHS understands and acknowledges that this Agreement is subject to cancellation by the City pursuant to the provisions of A.R.S. § 38-511.

11. Term. This Agreement shall commence on the effective date set forth above and shall terminate on October 31, 2004, unless terminated earlier as provided in paragraph 9. Thereafter, this Agreement shall automatically renew for one-year periods unless either party hereto gives the other party written notice of non-renewal at least thirty (30) days prior to the initial term or any renewal term.

12. Parties' Relationship and Employment Disclaimer. This Agreement does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement. The parties agree that no person supplied by AHS in the performance of AHS's obligations under this Agreement are City employees, and no rights under the City's civil service, retirement or personnel rules shall accrue to such persons. AHS shall have exclusive responsibility for all salaries, wages, bonuses, retirement, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such persons as AHS uses in the performance of this Agreement, and AHS shall save and hold harmless the City with respect thereto.

13. Equal Employment Opportunity. In performing under this contract, AHS shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. AHS will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. AHS further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. AHS further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by AHS.

14. Representation and Warranty of Authority and Capacity to Execute Agreement. The City represents and warrants to AHS that the City's officer or agent who is signing below has the right and authority to execute this Agreement on behalf of the City. Likewise, AHS represents and warrants to the City that AHS's officer or agent who is signing below has the right and authority to execute this Agreement on behalf of AHS.

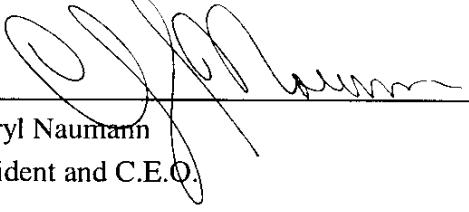
15. Modification of Agreement. No modification or addition to this Agreement shall be valid unless it is in writing, specifically refers to this Agreement and is signed by duly authorized representatives of AHS and the City.

DATED this 7th day of March, 2003.

DATED this ____ day of _____, 2003.

ARIZONA HUMANE SOCIETY,
an Arizona nonprofit corporation

CITY OF SCOTTSDALE,
an Arizona municipal corporation



Cheryl Naumann
President and C.E.O.

Mary Manross
Mayor

ATTEST:

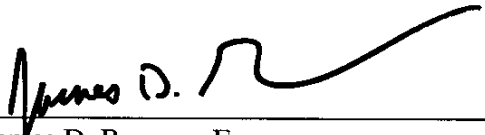
ATTEST:

Sonia Robertson, City Clerk

Name_____

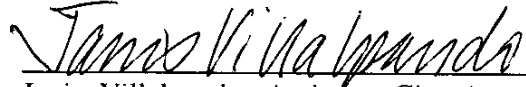
The undersigned certify that this Agreement is in the proper form and is within the powers and authority granted under the laws of this State to, respectively, the Arizona Humane Society and the City of Scottsdale.

For ARIZONA HUMANE SOCIETY:



James D. Burgess, Esq.
Fennemore Craig, P.C.

For the CITY OF SCOTTSDALE:



Janis Villalpando, Assistant City Attorney
for David A. Pennartz, City Attorney

CITY COUNCIL REPORT



MEETING DATE: 06/02/2003 ITEM No. 9 GOAL: Fiscal Management

SUBJECT

SOLICIT public testimony on the proposed fiscal year 2003/04 property tax levy, and

By a roll call vote, APPROVE a motion to consider adoption of the proposed tax levy on June 16, 2003.

REQUEST

To receive public input relative to the proposed FY 2003/04 property tax levy and, by a roll call vote, approve a motion to consider adoption of the property tax levy on June 16, 2003 in accordance with Arizona State Statutes (42-17107) and the City Charter (Article 6 Finance and Taxation, Section 7 Adoption of Ordinance Fixing Tax Rate).

BACKGROUND

Under Section 42-17107 of the Arizona Revised Statutes, if the City of Scottsdale intends to raise the primary property levy tax over the prior year, the City is required to notify property taxpayers through a Truth in Taxation notice in a local newspaper of general circulation and a related press release.

This legislation is applicable only to the "primary" portion of the property tax -- one component of Arizona's two-tiered property tax system. The proposed primary tax rate for FY 2003/04 of 48 cents per \$100 of assessed valuation represents a decrease from the FY 2002/03 rate of 51 cents per \$100 of assessed valuation. The primary rate includes less than 2 cents for an addition of \$.6 million in allowable tort liability claim payments made by the City in prior fiscal year.

Section 42-17107 of the Arizona Revised Statutes is not applicable to the secondary portion of the property tax rate. Under the proposed budget, the secondary rate will decrease from the FY 2002/03 rate of 65 cents per \$100 valuation to 64 cents per \$100 valuation in FY 2003/04.

Therefore, citizens' tax bills will reflect a combined property tax rate of \$1.12 in FY 2003/04, which is approximately 3 cents less than the combined FY 2002/03 rate. An owner of a home valued at \$100,000 will pay approximately \$112 in city property taxes.

The Maricopa County Assessor's Office, not the City of Scottsdale, determines real property values used to calculate property tax bills. For FY 2003/04, primary valuations increased 5.7% for existing property and 5.7% for new construction.

On tonight's agenda, following the third public budget hearing, City Council will be asked to adopt Ordinance 3513, which reflects Council's Final Adoption of the FY 2003/04 Operating and Capital Improvement Budget. The proposed property tax levy provides \$42.7 million in property tax revenue to support the proposed budgeted expenditures, including \$16.6 million (primary portion) supporting general fund expenditures, \$.6 million repayment to the self-insurance fund reserve to replace tort claim payments made in 2002, and \$25.5 million (secondary portion) in debt service payments for voter-approved general obligation bonds.

**ANALYSIS &
ASSESSMENT**

The Citizen Budget Review Committee reviewed the budget process, including the assumptions surrounding property tax and all other revenue forecasts, proposed multi-year Capital Improvement Plan and provided their comments and recommendations to the City Council on May 5, 2003.

During their April 3, 2003 special meeting, the Citizen Bond Review Commission reviewed the City's proposed multi-year Capital Improvement Plan, Bond 2000 issuance schedule and the resulting property tax rates. The Commission meets at least quarterly to review any proposed action related to the bond authorization including the progress of the program, bond issuance schedule, and estimated tax rates.

RESOURCE IMPACTS

The total proposed FY 2003/04 property tax levy is \$42.7 million. This total amount consists of a primary tax levy of \$17.2 million and a secondary levy of \$25.5 million.

The FY 2003/04 primary property tax levy of \$17.2 million provides \$16.6 million to support General Fund activities such as police and fire protection, operation and maintenance of parks and libraries, and many other general governmental functions; and repays the Self-Insurance Fund approximately \$.6 million for tort liability claim payments made in calendar year 2002.

The secondary tax levy of \$25.5 million, by law, is limited solely to supporting the debt service payments of voter-approved general obligation bonds issued to construct capital infrastructure such as police and fire facilities, parks, libraries, recreational facilities, streets, and drainage improvements.

**OPTIONS & STAFF
RECOMMENDATION**

Per Arizona State Statute and the City Charter, a public hearing on the tax levy must be held, only if an increase in property taxes is proposed. Also, under Arizona State Statute 42-17107 (Truth in Taxation), if the property tax levy is increasing, the governing body is required to consider a motion to levy the increased property taxes by roll call vote. If it is determined that a Truth in Taxation hearing is required, it must be held before the Final Adoption of the Proposed FY 2003/04 budget.

Staff recommends Council discuss the FY 2003/04 property tax rate and then by a roll call vote approve a motion to consider adopting of the proposed tax levy during Council's June 16, 2003 meeting.


RESPONSIBLE DEPT(S)

Financial Services Department
Administration Division
Budget Division

STAFF CONTACTS

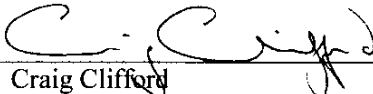
Craig Clifford, General Manager
CClifford@ScottsdaleAZ.gov, (480) 312-2364
Art Rullo, Budget Director
ARullo@ScottsdaleAZ.gov, (480) 312-2435

APPROVED BY




Art Rullo
Budget Director
ARullo@ScottsdaleAZ.gov, (480) 312-2435
5/21/03

Date



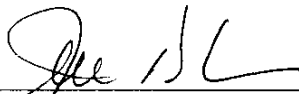
Craig Clifford
Financial Services General Manager
CClifford@ScottsdaleAZ.gov, (480) 312-2364
5/21/03

Date



Barbara Burns
Assistant City Manager
BBurns@ScottsdaleAZ.gov, (480) 312-2599
5/21/03

Date



Jan Dolan
City Manager
JDolan@ScottsdaleAZ.gov, (480) 312-2422
5/21/03

Date

ATTACHMENTS

None

CITY COUNCIL REPORT



MEETING DATE: 06/02/2003 ITEM No. 10 GOAL: Fiscal Management

SUBJECT **SOLICIT public testimony on the FY 2003/04 Program and Capital Improvement Plan and, ADOPT Ordinance No. 3513, the Final Budget estimates for FY 2003/04.**

REQUEST The City Council receives public input relative to the Proposed FY 2003/04 Operating Budget and Capital Improvement Plan, and adopts the Final Budget estimates in accordance with Arizona State Statutes and the City Charter.

BACKGROUND This is the third and final opportunity for public comment on the Proposed FY 2003/04 Operating Budget and Capital Improvement Plan. This public hearing continues the public input process and should culminate with City Council adopting the Final Budget estimates, which establishes the City's FY 2003/04 budget. The goal of this ongoing process is to provide a public forum in which City Council receives citizen input on the City's proposed Operating Budget and Capital Improvement Plan. Receiving public comment prior to Final Adoption of the budget is required by Arizona State Statute and the City's Charter. Also, from this public input, City Council will be better able to align the Proposed FY 2003/04 expenditures and budget outcomes with citizens' articulated expectations.

On May 19, 2003, the City Council adopted Ordinance # 3508, the Tentative Budget estimates for FY 2003/04. By doing so, the City's maximum legal (statutory) expenditure limit for FY 2003/04 was set at \$878.0 million. At the conclusion of this third public hearing, the Council may reallocate items within the budget, and/or reduce the budget before adopting Ordinance # 3513, the Final Budget estimates.

The Tentative Budget Ordinance # 3508, adopted by Council on May 19, included the following changes from the City Manager's Proposed FY 2003/04 Budget:

- The General Fund Operating Contingency was increased from \$1.5 million to \$2.5 million. The \$1.0 million increase will be funded by a combination of proposed fee increases of approximately \$.6 million and approximately \$.4 million of unreserved fund balance.
- The Property tax rate was set at \$1.12.
- Culture Quest funding will remain at \$770,000.
- Transit Option 2 funding in the amount of \$674,700 has been included in the budget and will continue the following services: Maricopa County STS, Express Route 510, Scottsdale Road: 15 minute Frequency and Miller Road: 30 minute Frequency.
- WestWorld's covered walkway capital project funding of \$577,000 was restored.

No additional amendments were made to the Proposed FY 2003/04 budget before Council adopted Tentative Budget Ordinance # 3508 on May 19, 2003.

The updated Proposed Budget being considered in the Final adoption totals \$850.1 million and consists of the Operating Budget - \$326.5 million; Capital Improvement Plan - \$495.5 million, including \$285.3 million of carryover budget authorization from prior years for projects not yet complete; and Grants and Trust Activity - \$28.0 million. In addition, \$27.9 million of budget authorization for use as contingencies and reserves is included in the legal appropriation, per Arizona State Statute; however, actual authorization to expend reserves requires City Council approval via Council Action for each such occurrence.

The Proposed FY 2003/04 Operating and Capital Improvement Plan were developed using sound budgeting principles recommended by the Government Finance Officers Association (GFOA) and the National Advisory Council on State and Local Budgeting (NACSLB). Local governments initialize the principles by incorporating their own unique guiding principles based on policies, practices, and economic realities. The City's guiding principles used to develop the Proposed FY 2003/04 Operating Budget and Capital Improvement Plan include:

- Conservative and cautious revenue forecasts due to the uncertainty in the economy;
- A zero-based program approach leading to a focused review of services delivered by the City, increased scrutiny of expenditures and prioritization of the programs to be funded;
- A reduction in positions and operating costs supported by General Fund tax dollars;
- Minimize the service level impacts on citizens and businesses, while continuing innovation to help manage costs, striking a balance between current expectations and investing in the City's future needs and economic generators, and ensuring sound fiscal practices;
- A more realistic and precise plan to continue investment in the City's basic infrastructure and public facilities, combined with a more comprehensive analysis of their future operating costs. Improved cash management and other changes proposed in the Capital Improvement Program will ensure that the City can take advantage of favorable financing and construction markets to build key projects and phase in operating costs for new facilities at a reasonable pace; and
- Sustained funding of the General Fund Reserve per the City's financial policies to ensure the City can provide basic services in the event of major emergencies.

The Proposed FY 2003/04 Operating and Capital Improvement Plan were developed using these guiding principles to allocate and/or reallocate resources to contribute to the accomplishment of City Council's six broad community goals. Consistent with government fund accounting standards, the City uses a series of fund types to ensure legal compliance and financial management for various revenues and program expenditures. Highlights by fund are noted below:

- General Fund -- total resources decreased approximately \$6.3 million (3.1%) from the current year-end estimate of \$201.9 million to \$195.6 million; departmental expenditures, debt service and transfers out decreased by \$9.4 million (4.6%) from the current fiscal year-end estimate of \$204.3 million to \$194.9 million; and the General Fund Reserve of \$20.8 million equals 10% of

the total annual operating expenditures of the General and Highway User Revenue funds per the City's adopted financial policies, the Economic Investment Reserve balance decreased to \$4.0 million after considering the initial debt service payment for the Loloma Museum (net of the bed tax contribution of \$159,495), the Operating Contingency equals \$2.5 million and the Unreserved Fund Balance is \$1.6 million. The number of proposed full time staff equivalents is 32 less than the current year.

➤ Special Revenue Funds:

- Highway User Revenue Fund (HURF) -- total resources decreased \$.6 million (2.4%) from the current year-end estimate of \$24.6 to \$24.0 million, departmental expenditures, debt service and transfers out equal total resources. Ending Fund Balance equals \$0.
- Transportation .2 Percent Sales Tax Fund -- total resources decreased less than \$.1 million (.6%) from the current year-end estimate of \$16.1 to \$16.0 million, departmental expenditures and transfers out equal total resources. Ending Fund Balance equals \$0.
- Preservation Sales Tax Fund -- total resources decreased less than \$.1 million (.6%) from the current year-end estimate of \$16.7 to \$16.6 million, departmental expenditures, debt service and transfers out increased by approximately \$.4 million (2.4%) from the current fiscal year-end estimate of \$16.9 million to \$17.3 million; and the Unreserved Fund Balance is \$19.2 million.
- Special Programs Fund -- total resources increased by .2 million (10.0%) from the current year-end estimate of \$2.4 to \$2.6 million, departmental expenditures and transfers out increased \$1.1 million (42.0%) from the current fiscal year-end estimate of \$2.7 million to \$3.8 million; and the Fund Balance of \$1.1 million is composed of an Operating Contingency of \$.2 million and Unreserved Fund Balance is \$.9 million.

➤ Debt Service Fund -- total resources increased \$3.6 million (8.7%) from the current year-end estimate of \$41.2 to \$44.8 million, expenditures and transfers out increased by \$4.2 million (10.3%) from the current fiscal year-end estimate of \$40.6 million to \$44.8 million; and the Fund Balance is \$10.8 million.

➤ Enterprise Funds:

- Aviation Fund -- total resources increased less than \$.4 million (14.3%) from the current year-end estimate of \$2.5 to \$2.9 million, expenditures and transfers out decreased less than \$.2 million (7.7%) from the current fiscal year-end estimate of \$2.4 million to \$2.2 million; and the ending Fund Balance of approximately \$.7 million is composed of an Operating Reserve of \$.3 million and Unreserved Fund Balance is less than \$.4 million.
- Solid Waste Fund -- total resources increased less than \$.1 million (.4%) from the current year-end estimate of \$16.1 to \$16.2 million, departmental expenditures, debt service and transfers out increased less than \$.6 million (3.6%) from the current fiscal year-end estimate of \$14.5 million to \$15.1 million; and the ending Fund Balance of approximately \$5.7 million is composed of an Operating Reserve of \$3.3 million and Unreserved Fund Balance of \$2.4 million. The number of proposed full time staff equivalents is 1 less than the current year.

- Water and Sewer Fund -- total resources increased \$2.8 million (2.7%) from the current year-end estimate of \$103.1 to \$105.9 million, departmental expenditures, debt service and transfers out increased \$14.1 million (15.8%) from the current fiscal year-end estimate of \$89.5 million to \$103.6 million; and the ending fund balance/reserve consists of an Operating Reserve of \$17.0 million, Repair and Replacement Reserves of \$16.0 million, a Special Operations Fund Balance of less than (\$.1) million and the Unreserved Fund Balance equals \$0. The number of proposed full time staff equivalents is 2 less than the current year.
- Internal Service Funds -- The unique nature of this type of fund -- internal user charges set to recover asset costs over several years and uneven vehicle replacement schedule -- can result in larger variances from year to year than in other fund types.
 - Fleet Management Fund -- total resources increased \$.2 million (2.1%) from the current year-end estimate of \$11.3 to \$11.5 million, expenditures and transfers out decreased \$5.0 million (32.5%) from the current fiscal year-end estimate of \$15.5 million to \$10.5 million; and the ending Fund Balance equals \$5.2 million. The number of proposed full time staff equivalents is 5 less than the current year.
 - Self-Insurance Fund -- total resources increased less than \$.4 million (6.5%) from the current year-end estimate of \$5.5 to \$5.9 million, departmental expenditures/claims and transfers out decreased less than \$.1 million (1.4%) from the current fiscal year-end estimate of \$5.3 million to \$5.2 million; and the ending fund balance/reserve equals \$15.8 million. The number of proposed full time staff equivalents is 1 less than the current year.
- Capital Improvement Funds -- the FY 2003/04 proposed budget consists of \$495.5 million in project expenditures, including \$285.3 million of carryover budget authorization from prior years for projects not yet completed. The plan is funded by a combination of \$177.2 million in new resources and use of prior year-end fund balance. Resources and expenditures vary widely from year to year due to the unique nature of these funds -- one-time expenditures occur over one or many years, with unexpended balances re-appropriated each year.
- Grant and Trust Funds -- resources and expenditures both increase by \$1.1 million (4.1%) from \$26.9 to \$28.0 million. The budget includes contingent revenue and expenditures of \$17.1 million for possible future grants; however the City will only expend grant funds that have been awarded by the appropriate agency and accepted by City Council via Council Action for each such occurrence.

The Proposed FY 2003/04 Capital Improvement Plan, Operating Budget and Financial Policies were reviewed by the City Council in Work Study Sessions held on March 31, April 7, April 21, and May 12. Additionally, the Citizen Budget Review Committee presented their findings and recommendations to the City Council during a Work Study Session on Monday, May 5. The first and second public hearing on the Proposed budget were held on May 6 and May 19 2003, respectively.

This public hearing is the third of three scheduled public hearings on the proposed budget. Following this hearing, City Council must adopt the Final Budget, which establishes the City's maximum budgetary spending limit for FY 2003/04. The

remaining scheduled public hearings, adoption dates, and budget work study sessions are as follows:

Monday, June 16 Adoption of the property tax levy
Adoption of resolutions to modify ordinances to increase various rate and fee revenues needed to support an increase in the General Fund Operating Contingency.

ANALYSIS & ASSESSMENT

The Citizen Budget Review Committee, appointed by City Council on December 9, 2002, met with Financial Services staff beginning in January to gain an overall understanding of the budget process, governmental accounting and budget standards, financial policies, program budgeting, and assumptions surrounding the multi-year revenue and expenditure forecasts. Beginning in February and continuing into late April, the committee members met with City staff to review their budget development process and evaluate the proposed Operating Budget and CIP's effectiveness in meeting City Council's stated goals and priorities. The Committee Chairperson provided the Committee's findings and recommendations to the City Council during a Work Study Session on May 5.

Additionally, a budget summary was published in the Arizona Republic newspapers on Wednesday, April 30, 2003 and is available at Scottsdale's public libraries and citizen service counters throughout the City. Summary information is also available on the City's website at (www.ScottsdaleAZ.gov/finance).

Also, the Citizen Bond Review Commission reviewed the proposed changes to the approved 2000 bond program projects on March 6 and concurred with the changes reflected in the Capital Improvement Plan.

RESOURCE IMPACTS

Adoption of this budget will allow the City of Scottsdale to continue service delivery to citizens over the upcoming fiscal year and continue working on capital improvements for the community.

The proposed budget minimizes service level impacts on citizens and businesses as a result of the economic downturn, while continuing innovation to help manage costs, striking a balance between current expectations and investing in the City's future needs and economic generators, and ensuring sound fiscal practices.

The proposed capital budget has a more realistic and precise plan to continue investment in the City's basic infrastructure and public facilities, combined with a more comprehensive analysis of their future operating costs. Improved cash management and other changes proposed in the Capital Improvement Plan will ensure that the City can take advantage of favorable financing and construction markets to build key projects and phase in operating costs for new facilities at a reasonable pace.

Final adoption of the proposed budget will determine the maximum budgetary expenditure level for FY 2003/04. The Tentative Budget adoption on May 19, established the City's maximum legal (statutory) expenditure level for FY 2003/04 at \$878.0 million. This amount consists of the Operating Budget - \$326.6 million; Capital Improvement Plan - \$495.5 million, including \$285.3 million of carryover budget authorization from prior years for projects not yet complete; and Grants and Trust Activity - \$28.0 million and \$27.9 million of budget authorization for use as contingencies and reserves will be included in the legal appropriation, per Arizona State Statute; however, actual authorization to expend reserves requires City Council approval via Council Action for each such occurrence. Tonight, this budget amount may be reallocated or reduced, but may not be increased.

The attached Ordinance # 3513 and supporting budget schedules set the City's maximum spending limit for FY 2003/04 at \$878.0 million, which equals the City Manager's proposed budget plus the previous changes noted in the Background section of this report.

**OPTIONS & STAFF
RECOMMENDATION**

Per Article 6, Section 5 of the City's Charter, a public hearing and Final Budget adoption must take place at the first regular meeting in June of each year.

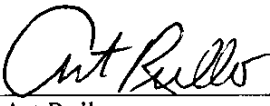
RESPONSIBLE DEPT(S)


Financial Services Department
Administration Division
Budget Division

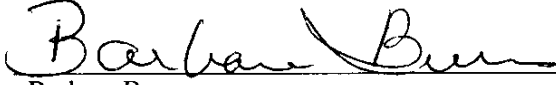
STAFF CONTACTS

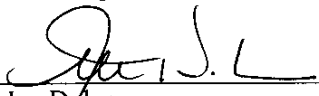
Craig Clifford, General Manager
CClifford@ScottsdaleAZ.gov, (480) 312-2364
Art Rullo, Budget Director
ARullo@ScottsdaleAZ.gov, (480) 312-2435

APPROVED BY

 5/21/03
Date
Art Rullo
Budget Director
ARullo@ScottsdaleAZ.gov, (480) 312-2435

 5/21/03
Date
Craig Clifford
Financial Services General Manager
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 5/21/03
Date
Barbara Burns
Assistant City Manager
BBurns@ScottsdaleAZ.gov, (480) 312-2599

 5/21/03
Date
Jan Dolan
City Manager
JDolan@ScottsdaleAZ.gov, (480) 312-2422

ATTACHMENTS

Ordinance No. 3513

ORDINANCE NO. 3513

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, FINALLY DETERMINING AND ADOPTING ESTIMATES OF PROPOSED EXPENDITURES BY THE CITY OF SCOTTSDALE FOR THE FISCAL YEAR BEGINNING JULY 1, 2003, AND ENDING JUNE 30, 2004, AND DECLARING THAT SUCH SHALL CONSTITUTE THE BUDGET FOR THE CITY OF SCOTTSDALE.

WHEREAS, in accordance with the provisions of Title 42 Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.) and the City Charter, the Mayor and Council did, on May 19, 2003, make a budget estimate of the different amounts required to meet the public expenses for the ensuing year, an estimate of receipts from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Scottsdale, Arizona, and

WHEREAS, in accordance with said sections of said Code and City Charter and following due public notice, the Mayor and Council met on June 2, 2003 and adopted the budget, and at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures or the primary and secondary tax levies, and

WHEREAS, it appears that publication has been duly made, as required by law, of said budget estimates, together with a notice that the Mayor and Council will meet on June 16, 2003, in the City Hall Kiva for the purpose of making the primary and secondary tax levies as set forth in said estimates, and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not, in the aggregate, exceed that amount for primary property taxes as computed in A.R.S. 42-17051, and

WHEREAS, the Mayor and Council of the City of Scottsdale have appeared and filed with the City Clerk said Tentative Budget for the fiscal year beginning July 1, 2003 and ending June 30, 2004, and

WHEREAS, the City of Scottsdale budget, which was adopted on June 2, 2003, provides the resources for specific program activity and service levels, therefore

BE IT ORDAINED by the Mayor and Council of the City of Scottsdale, Arizona, as follows:

SECTION 1. That the following estimates of revenue and expenditures as now reduced or changed are hereby adopted as the budget of the City of Scottsdale, Arizona, for the fiscal year 2003/04.

SECTION 2. Upon the recommendation of the City Manager, and with the approval of the City Council, expenditures may be made from the appropriation for contingencies and reserves. The transfer of sums within any expenditure appropriation may be made upon the written approval of the City Manager. Any unencumbered appropriation balance or portion thereof may be transferred between offices, departments, or agencies to offset budget variances upon the written approval of the City Manager.

SECTION 3. Money from any fund may be used for any of the appropriations, except money specifically restricted by State law or by City Ordinance or by Resolution.

SECTION 4. Schedules A through F of the Adopted Budget are as follows:

SCHEDULE A - Page 1 of 2

**City of Scottsdale
Summary Schedule of Estimated Revenues and Expenditures
Fiscal Year 2003/04**

Fund	Budgeted Expenditures 2002/03	Estimated Expenditures 2002/03	Estimated Fund Balance 7/1/03	Direct Property Tax Revenues 2003/04
General Fund	\$ 197,381,916	\$ 194,176,421	\$ 28,153,373	\$ 16,572,708
Special Revenue Funds	53,641,491	53,345,541	22,158,742	
Debt Service Funds	41,854,448	40,663,234	10,797,394	25,538,638
Capital Projects Funds	519,903,400	127,795,000	398,378,400	
Enterprise Funds	75,452,748	73,708,447	35,330,731	
Expendable Trust Funds	1,268,900	1,268,900	1,615,152	
Internal Service Funds	6,767,581	6,077,707	19,260,118	643,931
TOTAL ALL FUNDS	\$ 896,270,484	\$ 497,035,250	\$ 515,693,910	\$ 42,755,277

	2002/03	2003/04
Budgeted Expenditures	<u>\$ 896,270,484</u>	<u>\$ 878,023,845</u>
Budgeted Expenditures		
Adjusted for Reconciling Items	889,502,903	874,021,479
Less: Estimated Exclusions	<u>(696,717,775)</u>	<u>(671,597,095)</u>
Total Estimated Expenditures & Expenses		
Subject to Expenditure Limit	<u>\$ 192,785,128</u>	<u>\$ 202,424,384</u>
Expenditure Limitation	<u>\$ 242,650,033</u>	<u>\$ 259,582,027</u>

SCHEDULE A - Page 2 of 2

City of Scottsdale
Summary Schedule of Estimated Revenues and Expenditures
Fiscal Year 2003/04

Fund	Estimated Revenue Other Than Property Taxes	Proceeds From Sale of Bonds	Interfund Transfers In/(Out)	Total Financial Resources Available	Budgeted Expenditures 2003/04
General Fund	\$ 178,464,933	\$ -	\$ -	\$ 223,191,013	\$ 200,024,807
Special Revenue Funds	76,490,456	-	(23,752,422)	74,896,776	54,612,775
Debt Service Funds	2,903,138	-	16,401,210	55,640,380	44,842,986
Capital Projects Funds	334,863,000	115,600,000	48,443,601	897,285,001	498,078,100
Enterprise Funds	124,667,275	-	(47,056,503)	112,941,503	74,289,811
Expendable Trust Funds	2,173,000	-	-	3,788,152	2,173,000
Internal Service Funds	4,881,854	-	217,620	25,003,523	4,002,366
TOTAL ALL FUNDS	\$ 724,443,656	\$ 115,600,000	-	\$ 1,392,746,349	\$ 878,023,845

SCHEDULE B

City of Scottsdale Summary of Tax Levy and Tax Rate Information Fiscal Year 2003/04

	<u>2002/03</u>	<u>2003/04</u>
1. Maximum Allowable Primary Property Tax Levy		<u>\$ 17,220,639</u>
2. Property Tax Levy amounts		
A. Primary Property Taxes	\$ 16,392,334	17,216,639
B. Secondary Property Taxes	<u>22,766,364</u>	<u>25,538,638</u>
C. Total Property Tax Levy Amounts	<u>\$ 39,158,698</u>	<u>\$ 42,755,277</u>
3. Property Taxes Collected*		
A. Primary Property Taxes		
(1) 2002-03 levy	15,982,526	
(2) Prior years' levy	<u>357,822</u>	
(3) Total primary property taxes	\$ 16,340,348	
B. Secondary Property Taxes		
(1) 2002-03 levy	22,197,205	
(2) Prior years' levy	<u>546,331</u>	
(3) Total secondary property taxes	\$ 22,743,536	
C. Total Property Taxes Collected	<u>\$ 39,083,884</u>	
4. Property Tax Rates		
A. City Tax Rate		
Primary Property Tax Rate	\$ 0.5073	\$ 0.4783
Secondary Property Tax Rate	<u>0.6456</u>	<u>0.6424</u>
Total City Tax Rate	<u>\$ 1.1528</u>	<u>\$ 1.1207</u>
B. Special Assessment District Rates		

Secondary property tax rates - As of the date the tentative budget was prepared, the city was operating 356 special assessment districts (streetlight improvement districts) for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the City of Scottsdale's Accounting and Budget division.

* Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax collections for the remainder of the fiscal year.

SCHEDULE C

City of Scottsdale Summary of Revenues Other than Property Taxes Fiscal Year 2003/04

Source of Revenues	Budgeted Revenues 2002/03	Estimated Revenues 2002/03	Estimated Revenues 2003/04
GENERAL FUND			
<i>Taxes</i>			
Local			
Privilege Tax	84,047,534	79,547,534	77,377,547
Transient Occupancy Tax	7,600,000	6,750,000	6,600,000
Light & Power Franchise	5,640,622	5,132,000	5,464,150
Cable TV	2,114,113	2,349,720	2,300,000
Salt River Project Lieu	202,864	202,864	202,864
Fire Insurance Premium	210,000	325,000	334,750
From Other Agencies			
State Shared Sales	15,793,835	15,703,311	15,414,564
State Revenue Sharing	21,048,652	21,587,869	18,016,757
Auto Lieu Tax	6,700,000	7,711,567	6,940,606
<i>Licenses/Permits/Service Charges</i>			
Business & Liquor Licenses	1,705,250	1,705,250	1,756,408
Development Permits & Fees	15,500,000	15,250,000	13,500,000
Recreation Fees	2,129,765	2,129,765	2,183,009
WestWorld Equestrian Facility Fees	1,300,000	1,450,000	1,493,500
<i>Fines and Forfeitures</i>			
Court Fines	3,464,909	4,000,000	3,713,666
Parking Fines	137,000	200,000	142,093
Photo Radar Fines	1,150,000	750,000	1,079,896
Library Fines	445,659	400,659	454,573
<i>Interest Earnings/Property Rental</i>			
Interest Earnings	3,250,000	750,000	750,000
Property Rental	3,386,842	2,980,000	3,280,000
<i>Other Revenue/Resources</i>			
Miscellaneous	1,956,346	1,556,346	1,500,000
Reserves	13,980,550	13,980,550	15,960,550
Total General Fund	\$ 191,763,941	\$ 184,462,435	\$ 178,464,933

SPECIAL REVENUE FUNDS

Highway User Fund			
Highway User Tax	\$ 13,118,064	\$ 13,118,064	\$ 13,511,606
Local Transportation Assistance Fund	1,146,323	1,146,323	1,146,323
Total Highway User Fund	\$ 14,264,387	\$ 14,264,387	\$ 14,657,929

SCHEDULE C

City of Scottsdale Summary of Revenues Other than Property Taxes Fiscal Year 2003/04

Source of Revenues	Budgeted Revenues 2002/03	Estimated Revenues 2002/03	Estimated Revenues 2003/04
Special Programs Fund			
Court Enhancement Revenue	\$ 550,000	\$ 537,187	\$ 574,446
Miscellaneous Police Revenue	309,491	309,491	344,186
Miscellaneous Recreation Fees	1,452,800	1,452,800	1,553,000
Miscellaneous Citizen and Neighborhood	-	-	68,801
Miscellaneous Planning Systems Fees	42,500	20,000	20,000
Reserve Appropriation	-	-	250,000
<i>Total Special Projects Fund</i>	<u>\$ 2,354,791</u>	<u>\$ 2,319,478</u>	<u>\$ 2,810,433</u>
Transportation Sales Tax Fund			
Privilege Tax	\$ 16,388,147	\$ 15,600,000	\$ 15,522,000
Interest Earnings	500,000	500,000	510,000
<i>Total Transportation Sales Tax Fund</i>	<u>\$ 16,888,147</u>	<u>\$ 16,100,000</u>	<u>\$ 16,032,000</u>
Preservation Sales Tax Fund			
Privilege Tax	\$ 16,640,659	\$ 16,199,377	\$ 16,118,380
Interest Earnings	500,000	500,000	510,000
<i>Total Preservation Sales Tax fund</i>	<u>\$ 17,140,659</u>	<u>\$ 16,699,377</u>	<u>\$ 16,628,380</u>
Grants Funds			
Community Development Block Grant	\$ 1,075,652	\$ 1,075,652	\$ 1,769,000
HOME Funds	302,174	302,174	731,490
Section 8 Housing	3,933,776	3,933,776	4,973,153
Federal and State Grants	20,322,055	20,322,055	18,388,071
Contingency	-	-	500,000
<i>Total Grants Funds</i>	<u>\$ 25,633,657</u>	<u>\$ 25,633,657</u>	<u>\$ 26,361,714</u>
Total Special Revenue Funds	<u>\$ 76,281,641</u>	<u>\$ 75,016,899</u>	<u>\$ 76,490,456</u>
DEBT SERVICE FUNDS			
Special Assessment Debt Fund			
<i>Total Special Assessments</i>	<u>\$ 2,562,210</u>	<u>\$ 2,562,236</u>	<u>\$ 2,903,138</u>
Total Debt Service Funds	<u>\$ 2,562,210</u>	<u>\$ 2,562,236</u>	<u>\$ 2,903,138</u>

SCHEDULE C

**City of Scottsdale
Summary of Revenues Other than Property Taxes
Fiscal Year 2003/04**

Source of Revenues	Budgeted Revenues 2002/03	Estimated Revenues 2002/03	Estimated Revenues 2003/04
CAPITAL PROJECTS FUNDS			
Capital Improvement Fund			
Development Fees	\$ 28,200,000	\$ 28,200,000	\$ 13,600,000
Interest Earnings	12,000,000	12,000,000	5,063,000
Grant Revenue	6,000,000	6,000,000	6,400,000
Contributions	9,600,000	9,600,000	2,500,000
Miscellaneous Revenue	600,000	600,000	1,000,000
Estimated Unexpended Prior Year Budget	300,000,000	300,000,000	303,800,000
Contingent Revenue	6,000,000	6,000,000	2,500,000
Total Capital Project Funds	\$ 362,400,000	\$ 362,400,000	\$ 334,863,000
ENTERPRISE FUNDS			
Water and Sewer Utility Fund			
Sewer Charges	\$ 26,840,802	\$ 24,936,468	\$ 25,852,829
Water Charges	63,115,136	65,204,812	67,937,012
Groundwater Treatment Plant	2,400,000	2,400,000	1,040,000
Golf Course Water Charges	167,000	167,000	194,620
Irrigation Water Distribution System	570,000	570,000	1,105,544
Effluent Sales			
Pipeline	2,000,000	2,000,000	2,210,980
Treatment Plant	321,409	364,922	385,384
Interest Earnings	2,335,951	2,393,042	2,064,665
Miscellaneous	1,508,778	144,239	147,030
Reserves	4,000,000	4,000,000	3,650,000
<i>Total Water and Sewer Fund</i>	\$ 103,259,076	\$ 102,180,483	\$ 104,588,064
Airport Fund			
<i>Airport Fees</i>	\$ 2,386,019	\$ 2,497,039	\$ 2,852,980
Solid Waste Fund			
Refuse Collection	\$ 16,115,445	\$ 16,115,445	\$ 16,177,531
Interest Earnings	44,013	44,013	48,700
Reserves	1,000,000	1,000,000	1,000,000
<i>Total Solid Waste Fund</i>	\$ 17,159,458	\$ 17,159,458	\$ 17,226,231
Total Enterprise Funds	\$ 122,804,553	\$ 121,836,980	\$ 124,667,275

SCHEDULE C

City of Scottsdale Summary of Revenues Other than Property Taxes Fiscal Year 2003/04

Source of Revenues	Budgeted Revenues 2002/03	Estimated Revenues 2002/03	Estimated Revenues 2003/04
EXPENDABLE TRUST FUNDS			
Trust Funds			
Street Light Districts	\$ 500,000	\$ 500,000	\$ 500,000
Enhanced Municipal Services District	-	-	663,000
Expendable Trusts	768,900	768,900	1,010,000
Trust Fund Income	<u>\$ 1,268,900</u>	<u>\$ 1,268,900</u>	<u>\$ 2,173,000</u>
INTERNAL SERVICE FUNDS			
Fleet Management Fund			
Equipment Rental	\$ 10,470,441	\$ 10,428,910	\$ 11,070,763
Miscellaneous Revenue	318,418	318,418	267,711
Interest Earnings	309,149	346,648	226,277
Internal service Offset	(10,470,441)	(10,428,910)	(11,070,763)
<i>Total Fleet Management Fund</i>	<u>\$ 627,567</u>	<u>\$ 665,066</u>	<u>\$ 493,988</u>
Self Insurance Fund			
Risk Managment	\$ 4,249,164	\$ 4,249,164	\$ 4,250,000
Interest	300,745	292,234	237,866
Internal Service Offset	(4,099,164)	(4,099,164)	(4,100,000)
Risk Management Reserve	4,000,000	4,000,000	4,000,000
<i>Total Self Insurance Fund</i>	<u>\$ 4,450,745</u>	<u>\$ 4,442,234</u>	<u>\$ 4,387,866</u>
Total Internal Service Funds	<u>\$ 5,078,312</u>	<u>\$ 5,107,300</u>	<u>\$ 4,881,854</u>
TOTAL ALL FUNDS	<u>\$ 762,159,557</u>	<u>\$ 752,654,750</u>	<u>\$ 724,443,656</u>

SCHEDULE D

**City of Scottsdale
Summary By Fund of Other Financing Sources and Interfund Transfers
Fiscal Year 2003/04**

FUND	OTHER FINANCING SOURCES 2003/04	INTERFUND TRANSFERS 2003/04	
		IN	OUT
GENERAL FUND	\$ -	\$ -	\$ -
SPECIAL REVENUE FUNDS			
Highway User Fund		9,384,425	73,477
Special Projects Fund		100,000	730,160
Transportation Sales Tax Fund			16,032,000
Preservation Sales Tax Fund			16,401,210
Total Special Revenue Funds	\$ -	\$ 9,484,425	\$ 33,236,847
DEBT SERVICE FUNDS			
Debt Service Fund		16,401,210	
Excise Debt Service Fund		-	
Total Debt Service Funds	\$ -	\$ 16,401,210	\$ -
CAPITAL PROJECTS FUNDS			
Capital Projects Fund	115,600,000	53,413,470	4,969,869
Total Capital Projects Funds	\$ 115,600,000	\$ 53,413,470	\$ 4,969,869
ENTERPRISE FUNDS			
Water and Sewer Utility Fund		4,969,869	49,125,537
Airport Fund		-	907,240
Solid Waste Fund		-	1,993,595
Total Enterprise Funds	\$ -	\$ 4,969,869	\$ 52,026,372
INTERNAL SERVICE FUNDS			
Fleet Management Fund		-	521,580
Risk Management Fund		750,000	10,800
Total Internal Service Funds	\$ -	\$ 750,000	\$ 532,380
TOTAL ALL FUNDS	\$ 115,600,000	\$ 85,018,974	\$ 90,765,468

SCHEDULE E

City of Scottsdale Summary By Department of Expenditures Within Each Fund Fiscal Year 2003/04

Fund/Department	Budgeted Expenditures 2002/03	Adjustments	Estimated Expenditures 2002/03	Budgeted Expenditures 2003/04
DEBT SERVICE FUND				
Debt Service Fund				
Debt Service	\$ 39,292,238	\$ (1,191,240)	\$ 38,100,998	\$ 41,939,848
Excise Debt Service Fund				
Debt Service	\$ -	\$ -	\$ -	\$ -
Special Assessment Fund				
Debt Service	\$ 2,562,210	\$ 26	\$ 2,562,236	\$ 2,903,138
Total Debt Service Funds	\$ 41,854,448	\$ (1,191,214)	\$ 40,663,234	\$ 44,842,986
CAPITAL PROJECTS FUND				
Capital Projects Fund				
Capital Projects	\$ 513,903,400	\$(392,108,400)	\$ 121,795,000	\$ 495,578,100
Contingency	6,000,000	-	6,000,000	2,500,000
Total	\$ 519,903,400	\$(392,108,400)	\$ 127,795,000	\$ 498,078,100
Total Capital Projects Fund	\$ 519,903,400	\$(392,108,400)	\$ 127,795,000	\$ 498,078,100
ENTERPRISE FUNDS				
Water and Sewer Utility Fund				
Financial Services	\$ 2,102,626	\$ -	\$ 2,102,626	\$ 2,201,589
Water Resources	39,306,787	-	39,306,787	40,037,239
Estimated Department Savings	(1,000,000)	-	(1,000,000)	(1,000,000)
Debt Service	15,925,479	(1,500,000)	14,425,479	13,996,725
Reserve Appropriation	4,000,000	-	4,000,000	3,650,000
Total Water and Sewer Fund	\$ 60,334,892	\$ (1,500,000)	\$ 58,834,892	\$ 58,885,553
Airport Fund				
Transportation	\$ 1,263,624	\$ (14,800)	\$ 1,248,824	\$ 1,334,787
Debt Service	-	-	-	-
Total Airport Fund	\$ 1,263,624	\$ (14,800)	\$ 1,248,824	\$ 1,334,787
Solid Waste Fund				
Financial Services	\$ 565,264	\$ -	\$ 565,264	\$ 586,491
Municipal Services	11,946,975	(229,501)	11,717,474	12,137,487
Reserve Appropriation	1,000,000	-	1,000,000	1,000,000
Debt Service	341,993	-	341,993	345,493
Total Solid Waste Fund	\$ 13,854,232	\$ (229,501)	\$ 13,624,731	\$ 14,069,471
Total Enterprise Funds	\$ 75,452,748	\$ (1,744,301)	\$ 73,708,447	\$ 74,289,811

SCHEDULE E

City of Scottsdale Summary By Department of Expenditures Within Each Fund Fiscal Year 2003/04

Fund/Department	Budgeted Expenditures 2002/03	Adjustments	Estimated Expenditures 2002/03	Budgeted Expenditures 2003/04
EXPENDABLE TRUST FUND				
Trust Fund				
Total Trust Fund	\$ 1,268,900	\$ -	\$ 1,268,900	\$ 2,173,000
INTERNAL SERVICE FUNDS				
Fleet Management Fund				
Municipal Services	\$ 12,019,856	\$ (723,112)	\$ 11,296,744	\$ 9,936,652
Internal Service Offset	(10,470,441)	41,531	(10,428,910)	(11,070,763)
<i>Total Fleet Management Fund</i>	<i>\$ 1,549,415</i>	<i>\$ (681,581)</i>	<i>\$ 867,834</i>	<i>\$ (1,134,111)</i>
Risk Management Fund				
Financial Services	\$ 5,317,330	\$ (8,293)	\$ 5,309,037	\$ 5,236,477
Reserve Appropriation	4,000,000	-	4,000,000	4,000,000
Internal Service Offset	(4,099,164)	-	(4,099,164)	(4,100,000)
<i>Total Risk Management Fund</i>	<i>\$ 5,218,166</i>	<i>\$ (8,293)</i>	<i>\$ 5,209,873</i>	<i>\$ 5,136,477</i>
Total Internal Service Funds	\$ 6,767,581	\$ (689,874)	\$ 6,077,707	\$ 4,002,366
TOTAL ALL FUNDS	\$ 896,270,484	\$(399,235,234)	\$ 497,035,250	\$ 878,023,845

SCHEDULE F

City of Scottsdale Summary of Specific Budget Appropriations Fiscal Year 2003/04

	Operating Budget	Capital Budget	Other Fiscal Activity	Total Activity
Operating Budget				
General Government	\$ 16,424,040			\$ 16,424,040
Police	54,812,022			54,812,022
Financial Services	15,512,491			15,512,491
Transportation	11,478,054			11,478,054
Community Services	45,168,468			45,168,468
Information Systems	7,535,706			7,535,706
Fire	19,469,293			19,469,293
Water Resources	40,037,239			40,037,239
Municipal Services	33,332,695			33,332,695
Citizen & Neighborhood Resources	2,940,999			2,940,999
Human Resources	3,181,535			3,181,535
Economic Vitality	6,513,994			6,513,994
Planning and Development	12,583,814			12,583,814
Estimated Department Savings	(2,000,000)			(2,000,000)
Internal Service Fund Offsets	(15,170,763)			(15,170,763)
Debt Service	74,730,894			74,730,894
Capital Improvements		495,578,100		495,578,100
Other Fiscal Activity				
Grants			25,861,714	25,861,714
Designated Funds			2,173,000	2,173,000
Total 2003/04 Budget	\$ 326,550,481	\$ 495,578,100	\$ 28,034,714	\$ 850,163,295
Reserve/Contingency Appropriations	24,860,550	2,500,000	500,000	27,860,550
Total Budget Appropriation	\$ 351,411,031	\$ 498,078,100	\$ 28,534,714	\$ 878,023,845

PASSED, APPROVED, AND ADOPTED by the Mayor and City Council of the City of Scottsdale,
Maricopa County, Arizona this second day of June, 2003.

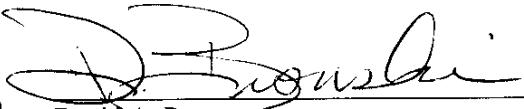
ATTEST:

CITY OF SCOTTSDALE
A Municipal Corporation

Sonia Robertson
City Clerk

Mary Manross
Mayor

Approved as to Form:


David A. Pennartz
City Attorney

Sr

**NOTICE OF PUBLIC MEETING OF THE
BOARD OF DIRECTORS OF
DC RANCH COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the general public that a special meeting of the DC Ranch Community Facilities District of Scottsdale, Arizona, open to the public, will be held on Monday, June 2, 2003 at 5:00 p.m. immediately following the meeting of the Scottsdale City Council in the City Council Chambers of the City of Scottsdale, Arizona, located at 3939 Drinkwater Boulevard, Scottsdale, Arizona, 85251, telephone number (480) 312-2412.

The agenda for the meeting is as follows:

1. Call to Order
2. Approval of Minutes of May 19, 2003
3. Call for Public Comments on the budget and the Feasibility Study
4. Adopt Resolution No. 18, which approves the budget
5. Adjournment

DRAFT

**MINUTES
DISTRICT BOARD
DC RANCH
COMMUNITY FACILITIES DISTRICT
Monday, May 19, 2003**

**The Kiva
City Hall
Scottsdale, Arizona**

DRAFT

**MINUTES
DISTRICT BOARD
DC RANCH
COMMUNITY FACILITIES DISTRICT
Monday, May 19, 2003**

1. CALL TO ORDER

Chairman Mary Manross called to order a meeting of the District Board for the DC Ranch Community Facilities District on Monday, May 19, 2003 in the Kiva, City Hall, at 8:24 P.M.

Present: Mary Manross, Chairman
Board Members Ned O'Hearn, David Ortega, Robert Littlefield
Wayne Ecton, Tom Silverman, and Cynthia Lukas

Also Present: City Manager Jan Dolan
City Attorney David Pennartz
District Clerk Sonia Robertson

2. APPROVAL OF MINUTES OF FEBRUARY 3, 2003

BOARD MEMBER LUKAS MOVED FOR APPROVAL OF THE FEBRUARY 3, 2003 MINUTES. BOARD MEMBER SILVERMAN SECONDED THE MOTION WHICH CARRIED 7/0.

3. CALL FOR PUBLIC COMMENTS

No public comments were received.

4. ADOPT RESOLUTION NO. 17

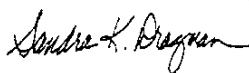
BOARD MEMBER SILVERMAN MOVED TO ADOPT RESOLUTION NO. 17 APPROVING THE PROPOSED BUDGET FOR FY 03/04 AND SETTING A HEARING. BOARD MEMBER LUKAS SECONDED THE MOTION WHICH CARRIED 7/0.

5. ADJOURNMENT

With no further business to discuss, Chairman Manross adjourned the meeting at 8:25 P.M.

SUBMITTED BY:

REVIEWED BY:



Sandy Dragman
Council Recorder



Sonia Robertson
District Clerk

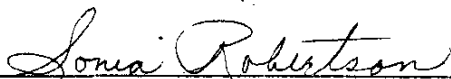
DRAFT

CERTIFICATE

I hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the District Board of the DC Ranch Community Facilities District of Scottsdale, Arizona held on the 19th day of May 2003.

I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 21st day of May 2003.



SONIA ROBERTSON
District Clerk

DC RANCH COMMUNITY FACILITIES DISTRICT

ACTION REPORT:

TO: Chairman and Board Members **DATE:** 6/2/03
FROM: Transportation Planning
SUBJECT: ADOPT Resolution No. 18 Approving
District FY 03/04 Budget

AGENDA ITEM NO.: 4

A. McLaren (x27099)

STAFF: _____**ACTION**

- ADOPT Resolution No. 18, which approves the District budget for Fiscal Year 03/04, and orders a tax levy.

BACKGROUND


The Fiscal Year 03/04 preliminary budget (see Exhibit A) has been prepared pursuant to the requirements of the Arizona Revised Statutes. A Public Hearing for the District Budget is set for June 2, 2003 at which time the District Board will take public comment and pass the District budget.

ISSUE

The District is responsible for the installation of trail and park infrastructure, which benefits existing and future residents of the District and the City.

FISCAL IMPACT

The District will levy an ad valorem tax on residents of DC Ranch resulting in a tax rate for existing and future residents, which will be set at \$2.55 per \$100.00 of secondary assessed valuation (\$2.70 is for debt service and \$.30 is for parks and trails maintenance). The project development agreement details the full disclosure of this tax to all future purchasers of homes in DC Ranch.



Alex McLaren
Report Author

Craig Clifford
Financial Services General Manager

Attachments: 1. Resolution 18
2. FY 03/04 Budget

ACTION TAKEN: _____

**DC RANCH COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

RESOLUTION NO. 18

A RESOLUTION OF THE DISTRICT BOARD OF DC RANCH
COMMUNITY FACILITIES DISTRICT OF SCOTTSDALE, ARIZONA
ADOPTING AS FINALLY APPROVED THE DISTRICT BUDGET FOR
FISCAL YEAR 2003-2004 AND ORDERING A TAX LEVY

BE IT RESOLVED by the District Board of DC Ranch Community Facilities District of Scottsdale, Arizona as follows:

1. Findings.

a. Pursuant to Section 48-716, Arizona Revised Statutes, as amended, the District Treasurer of DC Ranch Community Facilities District of Scottsdale, Arizona (hereinafter referred to as the "District"), has caused to be prepared for the District Board of the District (hereinafter referred to as the "District Board") a proposed budget for the fiscal year 2002-2003 (hereinafter referred to as the "Proposed Budget") and caused the Proposed Budget to be submitted to the District Board of approval. The Proposed Budget sets forth the annual statements and estimates of operation and maintenance of the District as required by Section 48-723C, Arizona Revised Statutes, as amended.

b. On May 19, 2003, pursuant to Resolution No. 17, the District Board approved the Proposed Budget and authorized a hearing on the Proposed Budget as required by law. A public hearing on the Proposed Budget was so held on even date herewith after provision for publication thereof as provided by law.

2. Adoption of Proposed Budget. The Proposed Budget is hereby finally approved and adopted in the form attached hereto as Exhibit A.

3. Ratification of Notice of Hearing on Proposed Budget. Notice of the public hearing on the Proposed Budget provided by the District Manager and attached hereto as Exhibit B is hereby ratified and approved in all respects.

4. Order of Tax Levy. An order of tax levy (the "Order of Tax Levy") is hereby approved and adopted in the form attached hereto as Exhibit C. Certified copies of the Order of Tax Levy shall be delivered to the Maricopa County Board of Supervisors, Arizona Department of Revenue and to the entity acting as trustee (the "Trustee").

5. Effective Date. This Resolution shall be effective immediately.

PASSED by the District Board of DC Ranch Community Facilities District of Scottsdale, Arizona this 2nd day of June, 2003.

Chairman, District Board
DC Ranch Community Facilities District of
Scottsdale, Arizona

ATTEST:

District Clerk
DC Ranch Community Facilities
District of Scottsdale, Arizona

APPROVED AS TO FORM:

GREENBERG TRAURIG, LLP

By


John S. Overdorff

ATTACHMENTS:

Exhibit A	—	Revised Budget
Exhibit B	—	Form of Notice of Hearing on Proposed Budget
Exhibit C	—	Form of Order of Tax Levy

Exhibit A

DC RANCH COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE., ARIZONA

FISCAL YEAR 2003-04 BUDGET

REVENUES

Tax levy at \$2.25 per \$100 of Secondary Assessed Valuation-
Debt Service* \$ 1,623,300.00

Amounts expected to be required from the Standby Contribution
Agreement 0.00

TOTAL \$ 1,623,300.00

EXPENSES

Debt Service on the Series 1998 Bonds (1/15/04 and 7/15/04) \$ 252,917.50

Debt Service on the Series 1999 Bonds (1/15/04 and 7/15/04) 192,377.50

Debt Service on the Series 2002 Bonds (1/15/04 and 7/15/04) 1,017,682.50

Premium Liability Insurance for District Board and General Liability 103,350.00

Trustee Fees 13,000.00

Miscellaneous Legal 3,000.00

City of Scottsdale General Administration 6,400.00

Contingency 34,572.50

TOTAL \$ 1,623,300.00

REVENUES

Tax levy at \$.30 per \$100 of Secondary Assessed Valuation-
Operations* \$ 216,440.00

TOTAL \$ 216,440.00

EXPENSES

Path and Trail Maintenance** 125,549.00

TOTAL \$ 125,549.00

* Source: Maricopa County Assessor's Office, Preliminary Secondary Assessed Valuation as of
February 4, 2003.

** For paths and trails dedicated to the City of Scottsdale

EXHIBIT B
DC RANCH COMMUNITY FACILITIES
DISTRICT OF SCOTTSDALE, ARIZONA

NOTICE OF HEARING
REQUIRED BY A.R.S. §48-716 AND A.R.S. §48-723C
ON THE PROPOSED BUDGET FOR FISCAL YEAR 2003-2004
OF
DC RANCH COMMUNITY FACILITIES
DISTRICT OF SCOTTSDALE, ARIZONA

Pursuant to Sections 48-716 and 48-723C, Arizona Revised Statutes, as amended, notice is hereby given that a public hearing on the Proposed Budget for Fiscal Year 2002-2003 of the DC Ranch Community Facilities District of Scottsdale, Arizona shall be held by the District Board on June 2, 2003, at approximately 5:00 p.m. (Phoenix, Arizona time), or immediately following the regular meeting of the Scottsdale City Council in the Council Chambers located at 3939 Civic Center Blvd., Scottsdale, Arizona. A copy of the proposed budget is on file with the Clerk of the City of Scottsdale, Arizona/District Clerk of DC Ranch Community Facilities District of Scottsdale, Arizona, at the City Council Chambers of the City of Scottsdale, Arizona, 3939 Civic Center Blvd., Scottsdale, Arizona 85251, telephone number (480) 312-2412. This notice also constitutes notice of the filing of the estimate as required by Section 48-723C, Arizona Revised Statutes, as amended.

Dated this 19th day of May, 2003.

/s/Alex McLaren
District Manager, DC Ranch Community
Facilities District of Scottsdale, Arizona

EXHIBIT B

EXHIBIT C

**DC RANCH COMMUNITY
FACILITIES DISTRICT OF SCOTTSDALE, ARIZONA
ORDER OF TAX LEVY**

PURSUANT TO RESOLUTION NO. 18 of the District Board of DC Ranch Community Facilities District of Scottsdale, Arizona (the "District") it is hereby Ordered that a tax levy at the rate of \$2.55 per \$100 of secondary assessed valuation of property within the District is hereby assessed for fiscal year 2003-2004, such tax levy to be apportioned as follows: \$2.25 for debt service on any outstanding bonds of the District and \$.30 for operations and maintenance costs within the District. A map of the District is attached hereto as Appendix A.

DATED: June 2, 2003

Chairman, District Board
DC Ranch Community Facilities District of
Scottsdale, Arizona

ATTEST:

District Clerk
DC Ranch Community Facilities
District of Scottsdale, Arizona

EXHIBIT C

APPENDIX A

**MAP OF DC RANCH COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

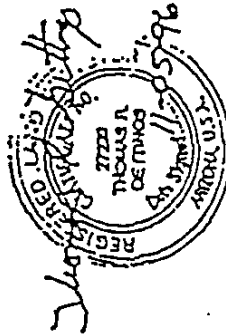
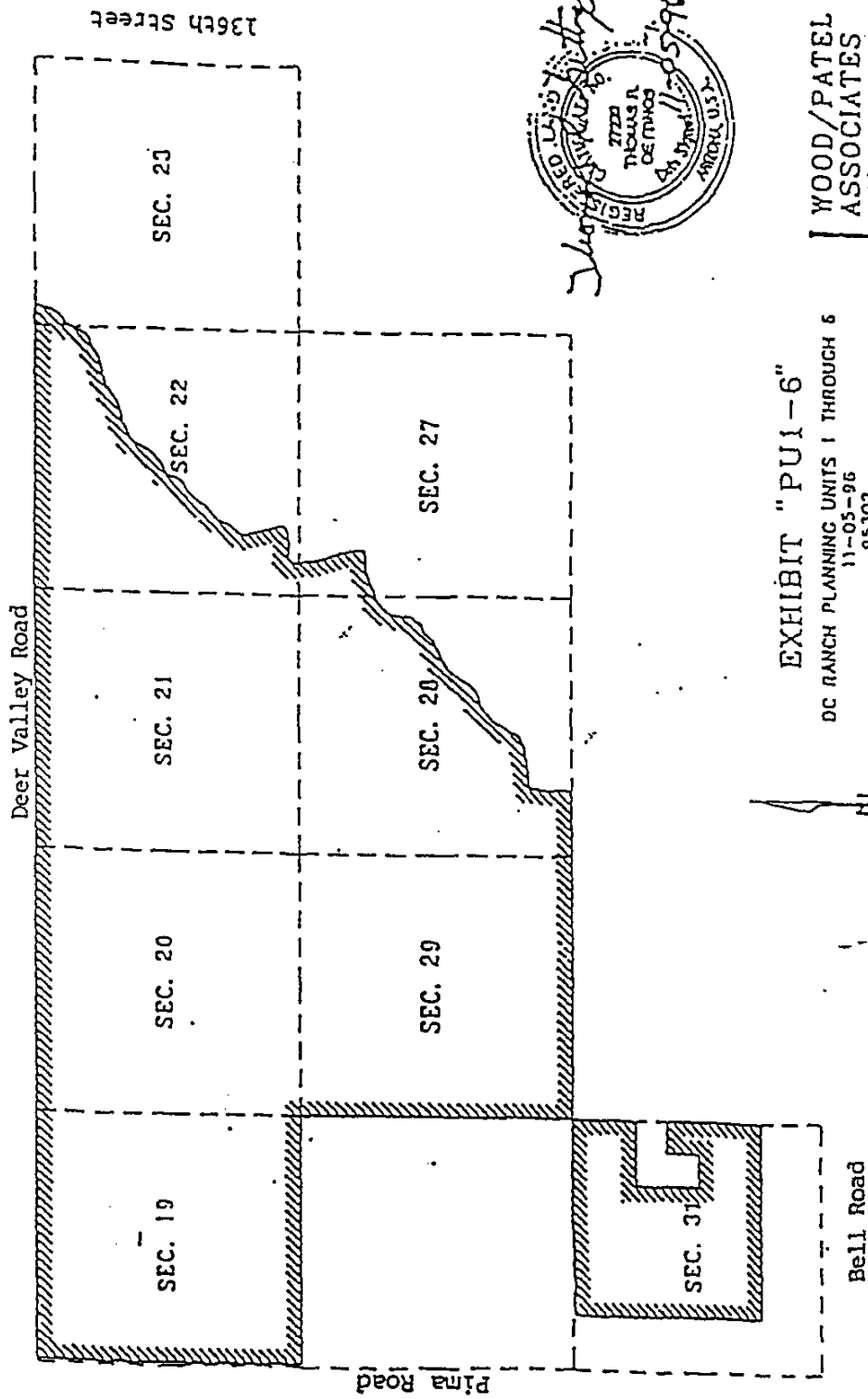


EXHIBIT "PU1-6"

DC RANCH PLANNING UNITS 1 THROUGH 6

11-05-96

95302

PAGE 6 OF 6

NOT TO SCALE

N:\940605\PU1-6EX1.DWG

WOOD/PATEL
ASSOCIATES

Civil Engineers

Hydrologists

Land Surveyors

(602) 231-1344

**NOTICE OF PUBLIC MEETING OF THE
BOARD OF DIRECTORS OF
SCOTTSDALE MOUNTAIN
COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the general public that a special meeting of the Scottsdale Mountain Community Facilities District of Scottsdale, Arizona, open to the public, will be held on Monday, June 2, 2003 at 5:00 p.m. immediately following the meeting of the Scottsdale City Council in the City Council Chambers of the City of Scottsdale, Arizona, located at 3939 Drinkwater Boulevard, Scottsdale, Arizona, 85251, telephone number (480) 312-2412.

The agenda for the meeting is as follows:

1. Call to Order
2. Approval of Minutes of May 19, 2003
3. Call for Public Comments on the budget
4. Adopt Resolution No. 33, which approves the budget
5. Adjournment

DRAFT

**MINUTES
DISTRICT BOARD
SCOTTSDALE MOUNTAIN
COMMUNITY FACILITIES DISTRICT
Monday, May 19, 2003**

**The Kiva
City Hall
Scottsdale, Arizona**

DRAFT

**MINUTES
DISTRICT BOARD
SCOTTSDALE MOUNTAIN
COMMUNITY FACILITIES DISTRICT
Monday, May 19, 2003**

1. CALL TO ORDER

Chairman Mary Manross called to order a meeting of the District Board for the Scottsdale Mountain Community Facilities District on Monday, May 19, 2003 in the Kiva, City Hall, at 8:26 P.M.

Present: Chairman Mary Manross
Board Members Ned O'Hearn, David Ortega, Wayne Ecton
Tom Silverman, Robert Littlefield, and Cynthia Lukas

Also Present: City Manager Jan Dolan
City Attorney David Pennartz
District Clerk Sonia Robertson

2. APPROVAL OF MINUTES OF JUNE 17, 2002

BOARD MEMBER SILVERMAN MOVED FOR APPROVAL OF THE JUNE 17, 2002 MINUTES. BOARD MEMBER LUKAS SECONDED THE MOTION WHICH CARRIED 7/0.

3. CALL FOR PUBLIC COMMENTS

No public comments were received.

4. ADOPT RESOLUTION NO. 32

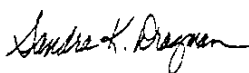
BOARD MEMBER LUKAS MOVED TO ADOPT RESOLUTION NO. 32 APPROVING THE PROPOSED DISTRICT BUDGET AND SETTING A HEARING. BOARD MEMBER ECTON SECONDED THE MOTION WHICH CARRIED 7/0.

5. ADJOURNMENT

With no further business to discuss, Chairman Manross adjourned the meeting at 8:27 P.M.

SUBMITTED BY:

REVIEWED BY:



Sandy Dragman
Council Recorder



Sonia Robertson
District Clerk


DRAFT

C E R T I F I C A T E

I hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the District Board of the Scottsdale Mountain Community Facilities District of Scottsdale, Arizona held on the 19th day of May 2003

I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 21st day of May 2003.



SONIA ROBERTSON
District Clerk

SCOTTSDALE MOUNTAIN COMMUNITY FACILITIES DISTRICT

ACTION REPORT:

TO: Chairman and Board Members **DATE:** 6/2/03
FROM: Transportation Planning
SUBJECT: ADOPT Resolution No. 33 Approving District
FY 03/04 Budget

AGENDA ITEM NO.: 4

A. McLaren (x27099)

STAFF: _____**ACTION**

ADOPT Resolution No. 33, which approves the District budget for Fiscal Year 03/04 and orders a tax levy.

BACKGROUND

The Fiscal Year 03/04 preliminary budget (Exhibit A) has been prepared pursuant to the requirements of the Arizona Revised Statutes. A Public Hearing for the District Budget is set for June 2, 2003 at which time the District Board will take public comment and pass the District budget.

ISSUE

The District is responsible for the acquisition of land that was dedicated to the mountain preserve and the installation of roadway, water, sewer, and drainage infrastructure, which will benefit existing and future residents of the District and the City.

FISCAL IMPACT

The District will levy an ad valorem tax on the residents of Scottsdale Mountain resulting in a tax rate for existing and future residents, which will be set at \$2.40 per \$100.00 of secondary assessed valuation. The project development agreement details the full disclosure of this tax to all purchasers of homes in Scottsdale Mountain.



Alex McLaren
Report Author



Craig Clifford
Financial Services General Manager

Attachments: 1. Resolution No. 33
2. FY 03/04 Budget

ACTION TAKEN: _____

**SCOTTSDALE MOUNTAIN COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

RESOLUTION No. 33

A RESOLUTION OF THE DISTRICT BOARD OF SCOTTSDALE
MOUNTAIN COMMUNITY FACILITIES DISTRICT OF SCOTTSDALE,
ARIZONA ADOPTING AS FINALLY APPROVED THE DISTRICT
BUDGET FOR FISCAL YEAR 2003-2004 AND ORDERING A TAX
LEVY AND DESIGNATING THE DISTRICT MANAGER

BE IT RESOLVED by the District Board of Scottsdale Mountain Community Facilities District of Scottsdale, Arizona as follows:

1. Findings.

a. Pursuant to Section 48-716, Arizona Revised Statutes, as amended, the District Treasurer of Scottsdale Mountain Community Facilities District of Scottsdale, Arizona (hereinafter referred to as the "District"), has caused to be prepared for the District Board of the District (hereinafter referred to as the "District Board") a proposed budget for the fiscal year 2002-2003 (hereinafter referred to as the "Proposed Budget") and caused the Proposed Budget to be submitted to the District Board of approval. The Proposed Budget sets forth the annual statements and estimates of operation and maintenance of the District as required by Section 48-723C, Arizona Revised Statutes, as amended.

b. On May 19, 2003, pursuant to Resolution No. 32, the District Board approved the Proposed Budget and authorized a hearing on the Proposed Budget as required by law. A public hearing on the Proposed Budget was so held on even date herewith after provision for publication thereof as provided by law.

2. Adoption of Proposed Budget. The Proposed Budget is hereby finally approved and adopted in the form attached hereto as Exhibit A.

3. Ratification of Notice of Hearing on Proposed Budget. Notice of the public hearing on the Proposed Budget provided by the District Manager and attached hereto as Exhibit B is hereby ratified and approved in all respects.

4. Order of Tax Levy. An order of tax levy (the "Order of Tax Levy") is hereby approved and adopted in the form attached hereto as Exhibit C. Certified copies of the Order of Tax Levy shall be delivered to the Maricopa County Board of Supervisors, Arizona Department of Revenue and to the entity acting as trustee (the "Trustee").

5. Effective Date. This Resolution shall be effective immediately.

PASSED by the District Board of Scottsdale Mountain Community Facilities
District of Scottsdale, Arizona this 2nd day of June, 2003.

Chairman, District Board
Scottsdale Mountain Community Facilities
District of Scottsdale, Arizona

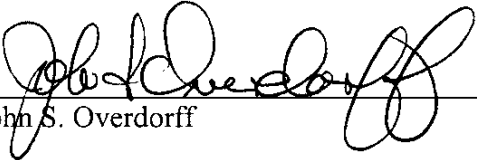
ATTEST:

District Clerk
Scottsdale Mountain Community Facilities
District of Scottsdale, Arizona

APPROVED AS TO FORM:

GREENBERG TRAURIG, LLP

By


John S. Overdorff

ATTACHMENTS:

Exhibit A	—	Revised Budget
Exhibit B	—	Forms of Notice of Hearing on Proposed Budget
Exhibit C	—	Form of Order of Tax Levy

Exhibit A

SCOTTSDALE MOUNTAIN COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE., ARIZONA

FISCAL YEAR 2003-04 BUDGET

REVENUES

Tax levy at \$2.40 per \$100 of Secondary Assessed Valuation*	\$	583,515.00
Amounts expected to be required from the Depository Trust Agreement (for Series 1993A Bonds only)**		0.00
Amounts expected to be required from the Standby Contribution Agreement		0.00

TOTAL	\$	583,515.00
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EXPENSES

Debt Service on the Series 2002 Bonds (1/1/04 and 7/1/04)	\$	491,095.00
Premium Liability Insurance for District Board		19,125.00
Trustee Fees		3,000.00
Miscellaneous Legal		3,000.00
Arbitrage Rebate		0.00
City of Scottsdale General Administration		6,000.00
Contingency		<u>61,295.00</u>

TOTAL	\$	583,515.00
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* Source: Maricopa County Assessor's Office, Preliminary Secondary Assessed Valuation as of February 4, 2003.

EXHIBIT B

**SCOTTSDALE MOUNTAIN COMMUNITY FACILITIES
DISTRICT OF SCOTTSDALE, ARIZONA**

**NOTICE OF HEARING
REQUIRED BY A.R.S. §48-716 AND A.R.S. §48-723C
ON THE PROPOSED BUDGET FOR FISCAL YEAR 2003-2004
OF
SCOTTSDALE MOUNTAIN COMMUNITY FACILITIES
DISTRICT OF SCOTTSDALE, ARIZONA**

Pursuant to Sections 48-716 and 48-723C, Arizona Revised Statutes, as amended, notice is hereby given that a public hearing on the Proposed Budget for Fiscal Year 2002-2003 of the Scottsdale Mountain Community Facilities District of Scottsdale, Arizona shall be held by the District Board on June 2, 2003, at approximately 5:00 p.m. (Phoenix, Arizona time), or immediately following the regular meeting of the Scottsdale City Council in the Council Chambers located at 3939 Civic Center Blvd., Scottsdale, Arizona. A copy of the proposed budget is on file with the Clerk of the City of Scottsdale, Arizona/District Clerk of Scottsdale Mountain Community Facilities District of Scottsdale, Arizona, at the City Council Chambers of the City of Scottsdale, Arizona, 3939 Civic Center Blvd., Scottsdale, Arizona 85251, telephone number (480) 312-2412. This notice also constitutes notice of the filing of the estimate as required by Section 48-723C, Arizona Revised Statutes, as amended.

Dated this 19th day of May, 2003.

/s/Alex McLaren
District Manager,
Scottsdale Mountain Community Facilities
District of Scottsdale, Arizona

EXHIBIT C

**SCOTTSDALE MOUNTAIN COMMUNITY
FACILITIES DISTRICT OF SCOTTSDALE, ARIZONA**

ORDER OF TAX LEVY

PURSUANT TO RESOLUTION NO. 31 of the District Board of Scottsdale Mountain Community Facilities District of Scottsdale, Arizona (the "District") it is hereby Ordered that a tax levy at the rate of \$2.40 per \$100 of secondary assessed valuation of property within the District is hereby assessed for fiscal year 2003-2004 . A map of the District is attached hereto as Appendix A.

DATED: June 2, 2003.

Chairman, District Board
Scottsdale Mountain Community Facilities
District of Scottsdale, Arizona

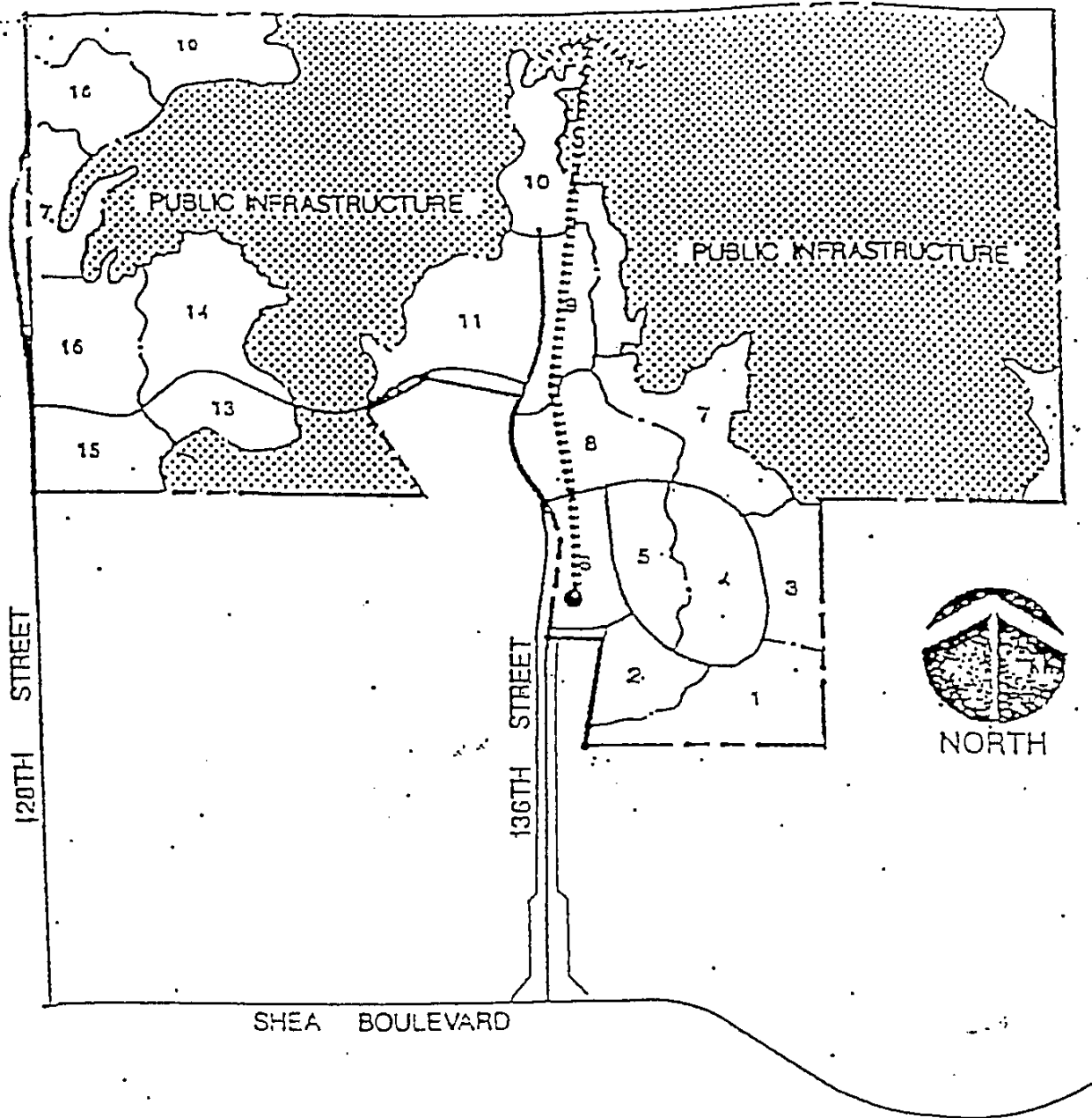
ATTEST:

District Clerk
Scottsdale Mountain Community Facilities
District of Scottsdale, Arizona

EXHIBIT C

APPENDIX A

**MAP OF SCOTTSDALE MOUNTAIN COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**



SCOTTSDALE



MOUNTAIN

COMMUNITY FACILITIES DISTRICT

 - PUBLIC INFRASTRUCTURE

 - BOUNDARY OF C F D

 RECREATION TRAIL

**NOTICE OF PUBLIC MEETING OF THE
BOARD OF DIRECTORS OF
MCDOWELL MOUNTAIN RANCH
COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the general public that a special meeting of the McDowell Mountain Ranch Community Facilities District of Scottsdale, Arizona, open to the public, will be held on Monday, June 2, 2003 at 5:00 p.m. immediately following the meeting of the Scottsdale City Council in the City Council Chambers of the City of Scottsdale, Arizona, located at 3939 Civic Center Boulevard, Scottsdale, Arizona, 85251, telephone number (480) 312-2412.

The agenda for the meeting is as follows:

1. Call to Order
2. Approval of Minutes of May 19, 2003
3. Call for Public Comments on the budget
4. Adopt Resolution No. 30 which approves the budget
5. Adjournment

DRAFT

**MINUTES
DISTRICT BOARD
MCDOWELL MOUNTAIN RANCH
COMMUNITY FACILITIES DISTRICT**

Monday, May 19, 2003

**The Kiva
City Hall
Scottsdale, Arizona**

M I N U T E S
D I S T R I C T B O A R D
M C D O W E L L M O U N T A I N R A N C H
C O M M U N I T Y F A C I L I T I E S D I S T R I C T
M o n d a y , M a y 1 9 , 2 0 0 3

DRAFT

1. CALL TO ORDER

Chairman Mary Manross called to order a meeting of the District Board for the McDowell Mountain Ranch Community Facilities District on Monday, May 19, 2003 in the Kiva, City Hall, at 8:25 P.M.

Present: Mary Manross, Chairman
 Board Members Ned O'Hearn, David Ortega, Robert Littlefield
 Wayne Ecton, Tom Silverman, and Cynthia Lukas

Also Present: City Manager Jan Dolan
 City Attorney David Pennartz
 District Clerk Sonia Robertson

2. APPROVAL OF MINUTES OF JUNE 17, 2002

BOARD MEMBER SILVERMAN MOVED FOR APPROVAL OF THE JUNE 17, 2002 MINUTES. BOARD MEMBER LUKAS SECONDED THE MOTION WHICH CARRIED 7/0.

3. CALL FOR PUBLIC COMMENTS

No public comments were received.

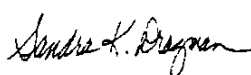
4. ADOPT RESOLUTION NO. 29

BOARD MEMBER LUKAS MOVED TO ADOPT RESOLUTION NO. 29 APPROVING THE PROPOSED DISTRICT BUDGET AND SETTING A HEARING. BOARD MEMBER SILVERMAN SECONDED THE MOTION WHICH CARRIED 7/0.

5. ADJOURNMENT

With no further business to discuss, Chairman Manross adjourned the meeting at 8:26 P.M.

SUBMITTED BY:



Sandy Dragman
Council Recorder

REVIEWED BY:



Sonia Robertson
District Clerk

DRAFT

CERTIFICATE

I hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the District Board of the McDowell Mountain Ranch Community Facilities District of Scottsdale, Arizona held on the 19th day of May 2003.

I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 21st day of May 2003.



SONIA ROBERTSON
District Clerk

MCDOWELL MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT

ACTION REPORT:

TO: Chairman and Board Members **DATE:** 6/2/03
FROM: Transportation Planning
SUBJECT: ADOPT Resolution No. 30 Approving
District FY 03/04 Budget

AGENDA ITEM NO.: 4

A. McLaren (x27099)

STAFF: _____

ACTION

- ADOPT Resolution No. 30, which approves the District budget for Fiscal Year 03/04, and orders a tax levy.

BACKGROUND

The Fiscal Year 03/04 preliminary budget (see Exhibit A) has been prepared pursuant to the requirements of the Arizona Revised Statutes. A Public Hearing for the District Budget is set for June 2, 2003 at which time the District Board will take public comment and pass the District budget.

ISSUE

The District is responsible for the installation of roadway, water, sewer, and drainage infrastructure, which benefits existing and future residents of the District and the City.

FISCAL IMPACT

The District will levy an ad valorem tax on the residents of McDowell Mountain Ranch resulting in a tax rate for existing and future residents, which will be set at \$1.60 per \$100.00 of secondary assessed valuation. The project development agreement details the full disclosure of this tax to all purchasers of homes in McDowell Mountain Ranch.



Alex McLaren
Report Author



Craig Clifford
Financial Services General Manager

Attachments: 1. Resolution No. 30
2. FY 03/04 Budget

ACTION TAKEN: _____

**MCDOWELL MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

RESOLUTION No. 30

A RESOLUTION OF THE DISTRICT BOARD OF MCDOWELL MOUNTAIN
RANCH COMMUNITY FACILITIES DISTRICT OF SCOTTSDALE,
ARIZONA ADOPTING AS FINALLY APPROVED THE DISTRICT BUDGET
FOR FISCAL YEAR 2003-2004 AND ORDERING A TAX LEVY AND
GRANTING TO THE DISTRICT MANAGER THE DISCRETION TO WAIVE
GENERAL LIABILITY INSURANCE FOR THE DISTRICT

BE IT RESOLVED by the District Board of McDowell Mountain Ranch
Community Facilities District of Scottsdale, Arizona as follows:

1. Findings.

a. Pursuant to Section 48-716, Arizona Revised Statutes, as amended, the District Treasurer of McDowell Mountain Ranch Community Facilities District of Scottsdale, Arizona (hereinafter referred to as the "District"), has caused to be prepared for the District Board of the District (hereinafter referred to as the "District Board") a proposed budget for the fiscal year 2002-2003 (hereinafter referred to as the "Proposed Budget") and caused the Proposed Budget to be submitted to the District Board of approval. The Proposed Budget sets forth the annual statements and estimates of operation and maintenance of the District as required by Section 48-723C, Arizona Revised Statutes, as amended.

b. On May 19, 2003, pursuant to Resolution No. 29, the District Board approved the Proposed Budget and authorized a hearing on the Proposed Budget as required by law. A public hearing on the Proposed Budget was so held on even date herewith after provision for publication thereof as provided by law.

2. Adoption of Proposed Budget. The Proposed Budget is hereby finally approved and adopted in the form attached hereto as Exhibit A.

3. Ratification of Notice of Hearing on Proposed Budget. Notice of the public hearing on the Proposed Budget provided by the District Manager and attached hereto as Exhibit B is hereby ratified and approved in all respects.

4. Order of Tax Levy. An order of tax levy (the "Order of Tax Levy") is hereby approved and adopted in the form attached hereto as Exhibit C. Certified copies of the Order of Tax Levy shall be delivered to the Maricopa County Board of Supervisors, Arizona Department of Revenue and to the entity acting as trustee (the "Trustee").

5. Discretion to waive general liability insurance. Since the District does not own any property and is not now or in the future constructing or financing infrastructure, the

District Manager is hereby authorized to waive in his discretion the provisions applicable to the District concerning general liability insurance.

6. Effective Date. This Resolution shall be effective immediately.

PASSED by the District Board of McDowell Mountain Ranch Community Facilities District of Scottsdale, Arizona this 2nd day of June, 2003.

Chairman, District Board
McDowell Mountain Ranch Community
Facilities District of Scottsdale, Arizona

ATTEST:

District Clerk
McDowell Mountain Ranch Community Facilities
District of Scottsdale, Arizona

APPROVED AS TO FORM:

GREENBERG TRAURIG, LLP

By


John S. Overdorff

ATTACHMENTS:

Exhibit A	—	Revised Budget
Exhibit B	—	Form of Notice of Hearing on Proposed Budget
Exhibit C	—	Form of Order of Tax Levy

Exhibit A

MCDOWELL MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE., ARIZONA

FISCAL YEAR 2003-04 BUDGET

REVENUES

Tax levy at \$1.60 per \$100 of Secondary Assessed Valuation*	\$ 1,600,057.00
Development Fee Credits Paid	0.00
Amounts expected to be required from the Standby Contribution Agreement	0.00

TOTAL	\$ 1,600,057.00
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EXPENSES

Debt Service Series 1999 Refunding Bonds (1/15/04 and 7/15/04)	\$ 1,432,176.25
Premium Liability Insurance for District Board and General Liability	103,350.00
Trustee Fees**	0.00
Miscellaneous Legal	3,000.00
Arbitrage Rebate	0.00
City of Scottsdale General Administration	6,000.00
Contingency	<u>55,530.75</u>

TOTAL	\$ 1,600,057.00
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* Source: Maricopa County Assessor's Office, Preliminary Secondary Assessed Valuation as of February 4, 2003.

** Trustee Fee pre-paid with the 1999 Refunding

EXHIBIT B

**McDOWELL MOUNTAIN RANCH COMMUNITY FACILITIES
DISTRICT OF SCOTTSDALE, ARIZONA**

**NOTICE OF HEARING
REQUIRED BY A.R.S. §48-716 AND A.R.S. §48-723C
ON THE PROPOSED BUDGET FOR FISCAL YEAR 2003-2004
OF
McDOWELL MOUNTAIN RANCH COMMUNITY FACILITIES
DISTRICT OF SCOTTSDALE, ARIZONA**

Pursuant to Sections 48-716 and 48-723C, Arizona Revised Statutes, as amended, notice is hereby given that a public hearing on the Proposed Budget for Fiscal Year 2002-2003 of the McDowell Mountain Ranch Community Facilities District of Scottsdale, Arizona shall be held by the District Board on June 2, 2003, at approximately 5:00 p.m. (Phoenix, Arizona time), or immediately following the regular meeting of the Scottsdale City Council in the Council Chambers located at 3939 Civic Center Blvd., Scottsdale, Arizona. A copy of the proposed budget is on file with the Clerk of the City of Scottsdale, Arizona/District Clerk of McDowell Mountain Ranch Community Facilities District of Scottsdale, Arizona, at the City Council Chambers of the City of Scottsdale, Arizona, 3939 Civic Center Blvd., Scottsdale, Arizona 85251, telephone number (480) 312-2412. This notice also constitutes notice of the filing of the estimate as required by Section 48-723C, Arizona Revised Statutes, as amended.

Dated this 19th day of May, 2003.

/s/Alex McLaren
District Manager, McDowell Mountain
Ranch Community Facilities District of
Scottsdale, Arizona

EXHIBIT B

EXHIBIT C

**MCDOWELL MOUNTAIN RANCH COMMUNITY
FACILITIES DISTRICT OF SCOTTSDALE, ARIZONA**

ORDER OF TAX LEVY

PURSUANT TO RESOLUTION NO. 30 of the District Board of McDowell Mountain Ranch Community Facilities District of Scottsdale, Arizona (the "District") it is hereby Ordered that a tax levy at the rate of \$1.60 per \$100 of secondary assessed valuation of property within the District is hereby assessed for fiscal year 2003-2004. A map of the District is attached hereto as Appendix A.

DATED: June 2, 2003.

Chairman, District Board
McDowell Mountain Ranch Community
Facilities District of Scottsdale, Arizona

ATTEST:

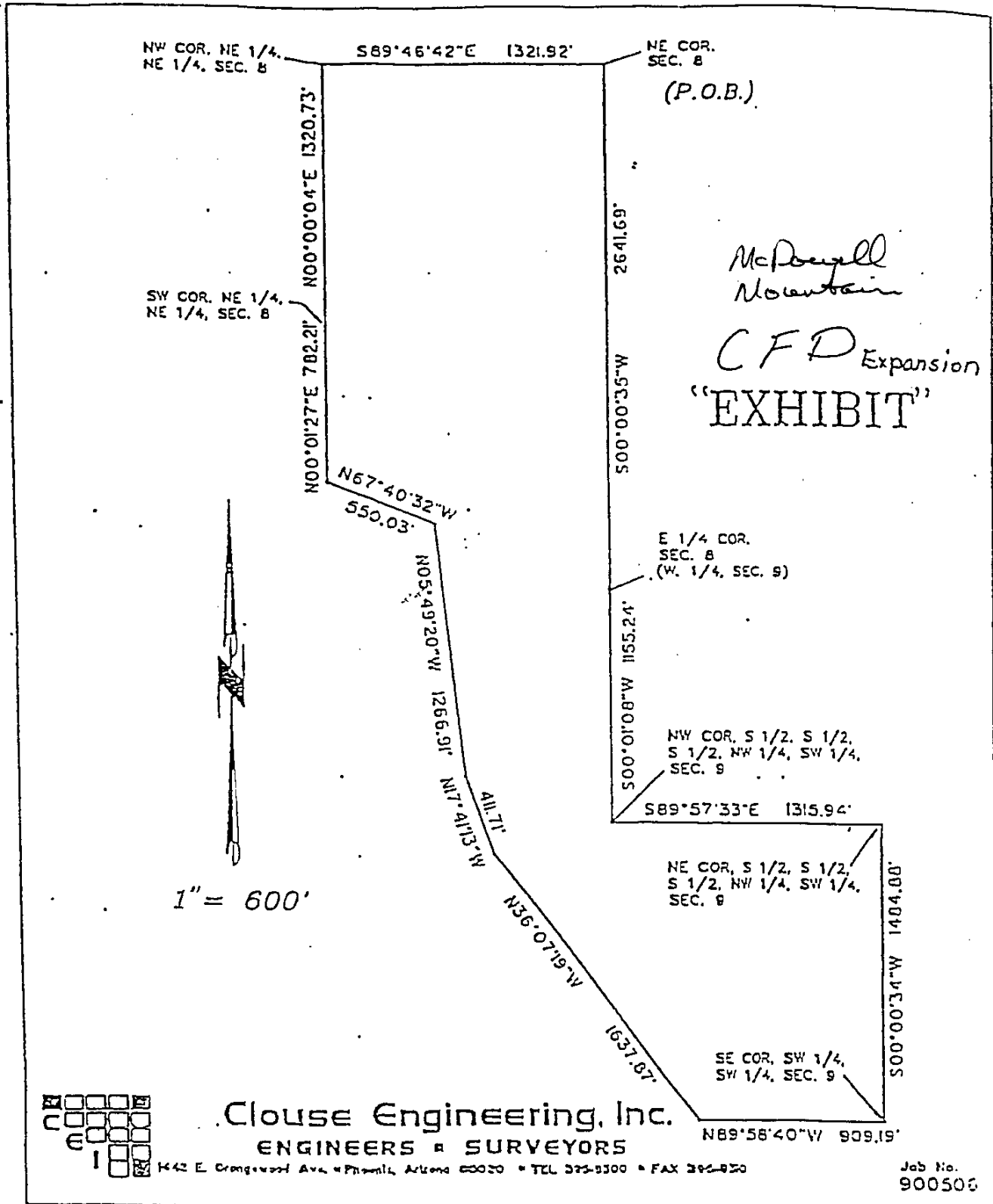
District Clerk
McDowell Mountain Ranch Community Facilities
District of Scottsdale, Arizona

EXHIBIT C

APPENDIX A

**MAP OF MCDOWELL MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

4/0198028



**NOTICE OF PUBLIC MEETING OF THE
BOARD OF DIRECTORS OF
VIA LINDA ROAD COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the general public that a special meeting of the Via Linda Road Community Facilities District of Scottsdale, Arizona, open to the public, will be held on Monday, June 2, 2003 at 5:00 p.m. immediately following the meeting of the Scottsdale City Council in the City Council Chambers of the City of Scottsdale, Arizona, located at 3939 Drinkwater Boulevard, Scottsdale, Arizona, 85251, telephone number (480) 312-2412.

The agenda for the meeting is as follows:

1. Call to Order
2. Approval of Minutes of May 19, 2003
3. Call for Public Comments on the budget
4. Adopt Resolution No. 14, which approves the budget
5. Adjournment

DRAFT

**MINUTES
DISTRICT BOARD
VIA LINDA ROAD
COMMUNITY FACILITIES DISTRICT**

Monday, May 19, 2003

**The Kiva
City Hall
Scottsdale, Arizona**

MINUTES
DISTRICT BOARD
VIA LINDA ROAD
COMMUNITY FACILITIES DISTRICT
Monday, May 19, 2003

DRAFT

1. CALL TO ORDER

Chairman Mary Manross called to order a meeting of the District Board for the Via Linda Road Community Facilities District on Monday, June 17, 2002 in the Kiva, City Hall, at 8:27 P.M.

Present: Chairman Mary Manross
Board Members Ned O'Hearn, David Ortega, Robert Littlefield
Wayne Ecton, Tom Silverman, and Cynthia Lukas

Also Present: City Manager Jan Dolan
City Attorney David Pennartz
District Clerk Sonia Robertson

2. APPROVAL OF MINUTES OF JUNE 17, 2002

BOARD MEMBER SILVERMAN MOVED FOR APPROVAL OF THE JUNE 17, 2002 MINUTES. BOARD MEMBER LUKAS SECONDED THE MOTION WHICH CARRIED 7/0.

3. CALL FOR PUBLIC COMMENTS

No public comments were received.

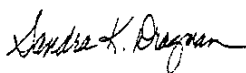
4. ADOPT RESOLUTION NO. 13

BOARD MEMBER LUKAS MOVED TO ADOPT RESOLUTION NO. 13 APPROVING THE PROPOSED DISTRICT BUDGET AND SETTING A HEARING. BOARD MEMBER ECTON SECONDED THE MOTION WHICH CARRIED 7/0.

5. ADJOURNMENT

With no further business to discuss, Chairman Manross adjourned the meeting at 8:28 P.M.

SUBMITTED BY:



Sandy Dragman
Council Recorder

REVIEWED BY:



Sonia Robertson
District Clerk

DRAFT

C E R T I F I C A T E

I hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the District Board of the Via Linda Community Facilities District of Scottsdale, Arizona held on the 19th day of May 2003.

I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 21st day of May 2003.



SONIA ROBERTSON
District Clerk

VIA LINDA COMMUNITY FACILITIES DISTRICT

ACTION REPORT:



TO: Chairman and Board Members **DATE:** 6/2/03
FROM: Transportation Planning
SUBJECT: ADOPT Resolution No. 14 Approving District
FY 03/04 Budget

AGENDA ITEM NO.: 4

A. McLaren (x27099)

STAFF: _____

ACTION

- ADOPT Resolution No. 14, which approves the District budget for Fiscal Year 03/04.

BACKGROUND

The Fiscal Year 03/04 preliminary budget (see Exhibit A) has been prepared pursuant to the requirements of the Arizona Revised Statutes. A Public Hearing for the District Budget was held on June 2, 2003 at which time the District Board will take public comment and pass the District budget.

ISSUE

The District is responsible for the installation of roadway, water, sewer, and drainage infrastructure, which will benefit future residents of the District and the City.

FISCAL IMPACT

The District will levy an ad valorem tax on the residents of the Via Linda Community Facilities District resulting in a tax rate for existing and future residents, which will be set at \$3.00 per \$100.00 of secondary assessed valuation. The project development agreement details the full disclosure of this tax to all future purchasers of homes in the Via Linda CFD.

A handwritten signature in black ink, appearing to read "Alex McLaren", is written over a horizontal line.

Alex McLaren
Report Author

A handwritten signature in black ink, appearing to read "Craig Clifford", is written over a horizontal line.

Craig Clifford
Financial Services General Manager

Attachments: 1. Resolution No. 14
2. FY 03/04 Budget

ACTION TAKEN: _____

**VIA LINDA ROAD COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

RESOLUTION NO. 14

A RESOLUTION OF THE DISTRICT BOARD OF VIA LINDA ROAD
COMMUNITY FACILITIES DISTRICT OF SCOTTSDALE, ARIZONA
ADOPTING AS FINALLY APPROVED THE DISTRICT BUDGET FOR
FISCAL YEAR 2003-2004 AND ORDERING A TAX LEVY

BE IT RESOLVED by the District Board of Via Linda Road Community Facilities District of Scottsdale, Arizona as follows:

1. Findings.

a. Pursuant to Section 48-716, Arizona Revised Statutes, as amended, the District Treasurer of Via Linda Road Community Facilities District of Scottsdale, Arizona (hereinafter referred to as the "District"), has caused to be prepared for the District Board of the District (hereinafter referred to as the "District Board") a proposed budget for the fiscal year 2002-2003 (hereinafter referred to as the "Proposed Budget") and caused the Proposed Budget to be submitted to the District Board of approval. The Proposed Budget sets forth the annual statements and estimates of operation and maintenance of the District as required by Section 48-723C, Arizona Revised Statutes, as amended.

b. On May 19, 2003, pursuant to Resolution No. 13, the District Board approved the Proposed Budget and authorized a hearing on the Proposed Budget as required by law. A public hearing on the Proposed Budget was so held on even date herewith after provision for publication thereof as provided by law.

2. Adoption of Proposed Budget. The Proposed Budget is hereby finally approved and adopted in the form attached hereto as Exhibit A.

3. Ratification of Notice of Hearing on Proposed Budget. Notice of the public hearing on the Proposed Budget provided by the District Manager and attached hereto as Exhibit B is hereby ratified and approved in all respects.

4. Order of Tax Levy. An order of tax levy (the "Order of Tax Levy") is hereby approved and adopted in the form attached hereto as Exhibit C. Certified copies of the Order of Tax Levy shall be delivered to the Maricopa County Board of Supervisors, Arizona Department of Revenue and to the entity acting as trustee (the "Trustee").

5. Effective Date. This Resolution shall be effective immediately.

PASSED by the District Board of Via Linda Road Community Facilities District of Scottsdale, Arizona this 2nd day of June, 2003.

Chairman, District Board
Via Linda Road Community Facilities
District of Scottsdale, Arizona

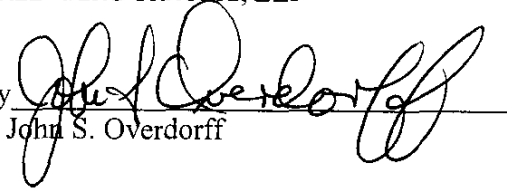
ATTEST:

District Clerk
Via Linda Road Community Facilities
District of Scottsdale, Arizona

APPROVED AS TO FORM:

GREENBERG TRAURIG, LLP

By


John S. Overdorff

ATTACHMENTS:

Exhibit A	—	Revised Budget
Exhibit B	—	Form of Notice of Hearing on Proposed Budget
Exhibit C	—	Form of Order of Tax Levy

Exhibit A

VIA LINDA ROAD COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE., ARIZONA

FISCAL YEAR 2003-04 BUDGET

REVENUES

Tax levy at \$3.00 per \$100 of Secondary Assessed Valuation*	\$	157,668.00
Series 1999 Interest Earnings		25,000.00
Developer's Contribution		211,014.50

TOTAL	\$	393,682.50
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EXPENSES

Debt Service on the Series 1999 Bonds (1/15/04 and 7/15/04)	\$	273,832.50
Premium Liability Insurance for District Board and General Liability		103,350.00
Trustee Fees		2,500.00
Miscellaneous Legal		3,000.00
City of Scottsdale General Administration		6,000.00
Contingency		<u>5,000.00</u>

TOTAL	\$	393,682.50
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* Source: Maricopa County Assessor's Office, Preliminary Secondary Assessed Valuation as of February 4, 2003.

EXHIBIT B

**VIA LINDA ROAD COMMUNITY FACILITIES
DISTRICT OF SCOTTSDALE, ARIZONA**

**NOTICE OF HEARING
REQUIRED BY A.R.S. §48-716 AND A.R.S. §48-723C
ON THE PROPOSED BUDGET FOR FISCAL YEAR 2003-2004
OF
VIA LINDA ROAD COMMUNITY FACILITIES
DISTRICT OF SCOTTSDALE, ARIZONA**

Pursuant to Sections 48-716 and 48-723C, Arizona Revised Statutes, as amended, notice is hereby given that a public hearing on the Proposed Budget for Fiscal Year 2002-2003 of the Via Linda Road Community Facilities District of Scottsdale, Arizona shall be held by the District Board on June 2, 2003, at approximately 5:00 p.m. (Phoenix, Arizona time), or immediately following the regular meeting of the Scottsdale City Council in the Council Chambers located at 3939 Civic Center Blvd., Scottsdale, Arizona. A copy of the proposed budget is on file with the Clerk of the City of Scottsdale, Arizona/District Clerk of Via Linda Road Community Facilities District of Scottsdale, Arizona, at the City Council Chambers of the City of Scottsdale, Arizona, 3939 Civic Center Blvd., Scottsdale, Arizona 85251, telephone number (480) 312-2412. This notice also constitutes notice of the filing of the estimate as required by Section 48-723C, Arizona Revised Statutes, as amended.

Dated this 19th day of May, 2003.

/s/Alex McLaren
District Manager, Via Linda Road
Community Facilities District of
Scottsdale, Arizona

EXHIBIT B

EXHIBIT C

**VIA LINDA ROAD COMMUNITY
FACILITIES DISTRICT OF SCOTTSDALE, ARIZONA**

ORDER OF TAX LEVY

PURSUANT TO RESOLUTION NO. 14 of the District Board of Via Linda Road Community Facilities District of Scottsdale, Arizona (the "District") it is hereby Ordered that a tax levy at the rate of \$3.00 per \$100 of secondary assessed valuation of property within the District is hereby assessed for fiscal year 2003-2004. A map of the District is attached hereto as Appendix A.

DATED: June 2, 2003.

Chairman, District Board
Via Linda Road Community Facilities
District of Scottsdale, Arizona

ATTEST:

District Clerk
Via Linda Road Community Facilities
District of Scottsdale, Arizona

EXHIBIT C

APPENDIX A

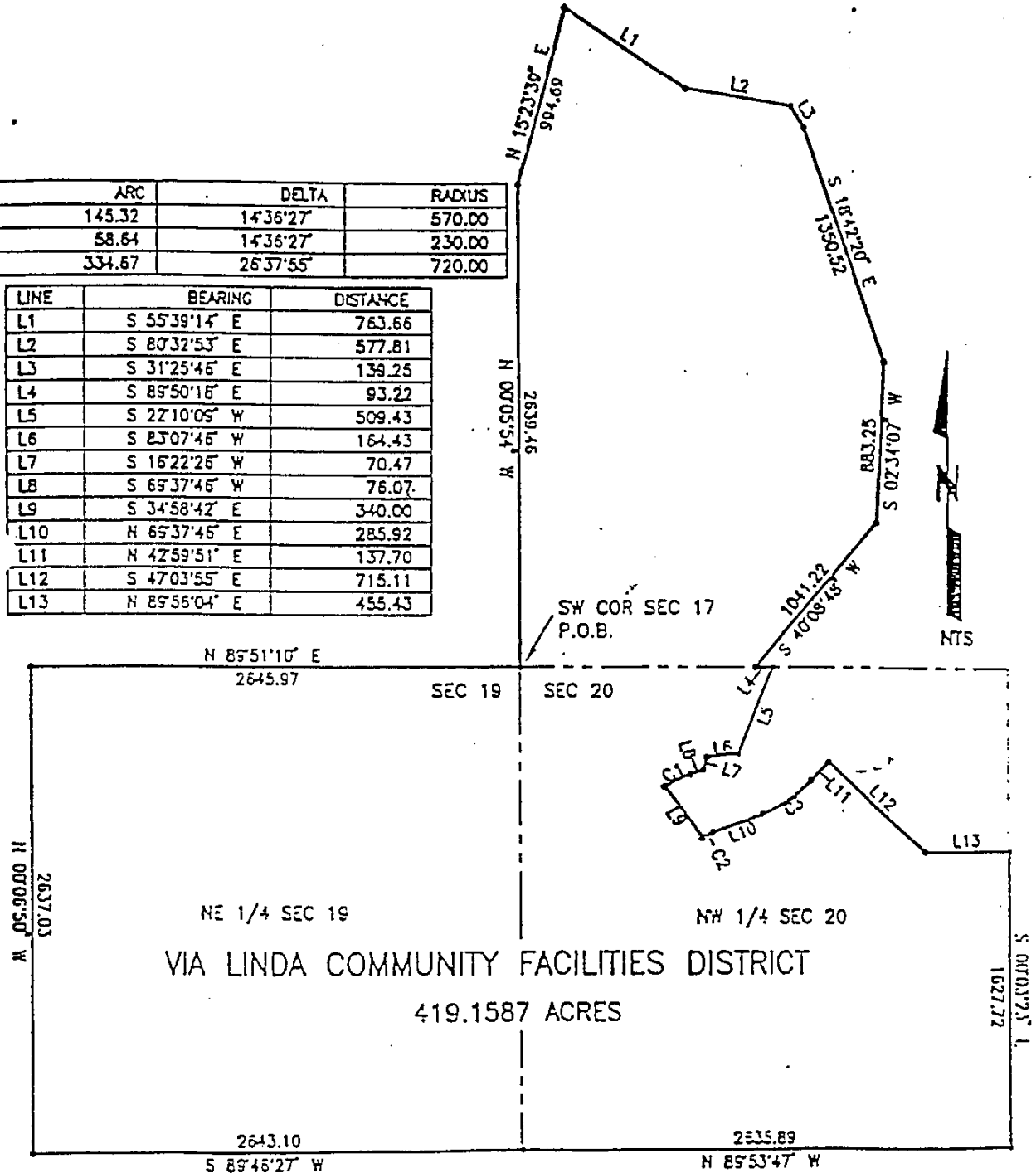
**MAP OF VIA LINDA ROAD COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE, ARIZONA**

APPENDIX A

PARCEL EXHIBIT
VIA LINDA ROAD
COMMUNITY FACILITIES DISTRICT
OF SCOTTSDALE ARIZONA

CURVE	ARC	DELTA	RADIUS
C1	145.32	14°36'27"	570.00
C2	58.64	14°36'27"	230.00
C3	334.67	26°37'55"	720.00

LINE	BEARING	DISTANCE
L1	S 55°39'14" E	763.66
L2	S 80°32'53" E	577.81
L3	S 31°25'45" E	139.25
L4	S 89°50'18" E	93.22
L5	S 22°10'05" W	509.43
L6	S 23°07'45" W	164.43
L7	S 16°22'26" W	70.47
L8	S 69°37'46" W	76.07
L9	S 34°58'42" E	340.00
L10	N 65°37'46" E	285.92
L11	N 42°59'51" E	137.70
L12	S 47°03'55" E	715.11
L13	N 89°56'04" E	455.43



GILBERTSON ASSOCIATES #28011 3-30-98